₩

TOWN OF

DELTON

TOWN OF BARABOO

₩

Village of West Baraboo

[12]

On munity Growth Edge

Gasser Rd

OPOSE

TOWN OF **FAIRFIELD**

GREENFIELD

development, rezoning, or subdivision.



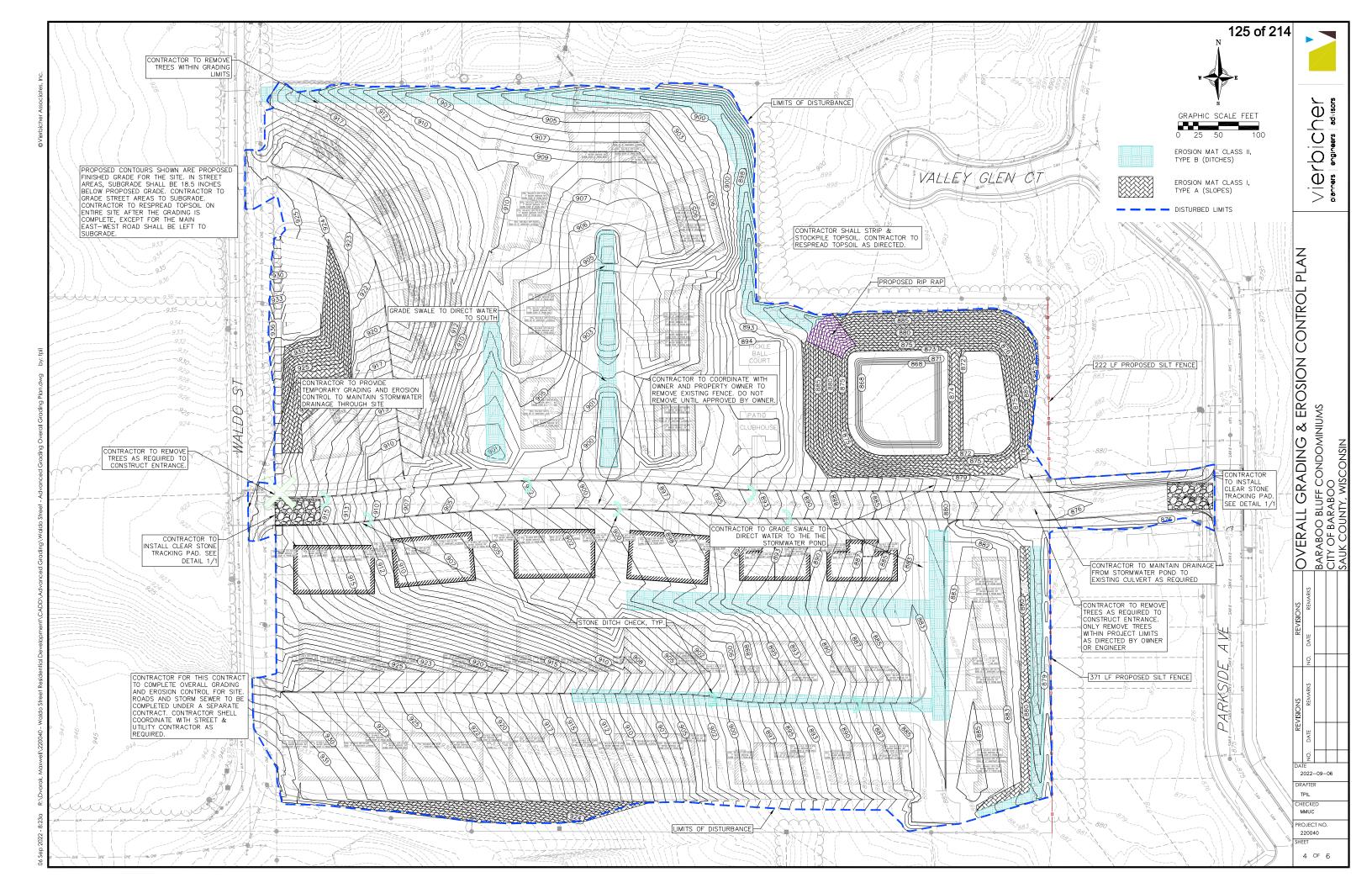


Date: May, 2005 Source: Land Use Field Survey

APPENDIX B









APPENDIX C







Smart Siding

Cultured Stone

Dimensional Shingles









Smart Siding

Cultured Stone

Dimensional Shingles









Smart Siding

Cultured Stone

Dimensional Shingles



Elevation - Large Duplex





3 Elevation - Small Duplex





6515 Grand Teton Plaza, Suite 120 Madison, Wisconsin 53719 p608.829.4444 f608.829.4445 dimensionivmadison.com

architecture · interior design · planning

BARABOO HOUSING MASTER PLAN

DATE OF ISSUE: 11/01/22

REVISIONS: 11/01/22

PROJECT # 00000

EXTERIOR ELEVATIONS



architecture · interior design · planning

6515 Grand Teton Plaza, Suite 120 Madison, Wisconsin 53719 p608.829.4444 f608.829.4445 dimensionivmadison.com



BARABOO HOUSING MASTER PLAN



DATE OF ISSUE: 11/01/22

REVISIONS:

PROJECT # 00000

EXTERIOR ELEVATIONS

A2.1



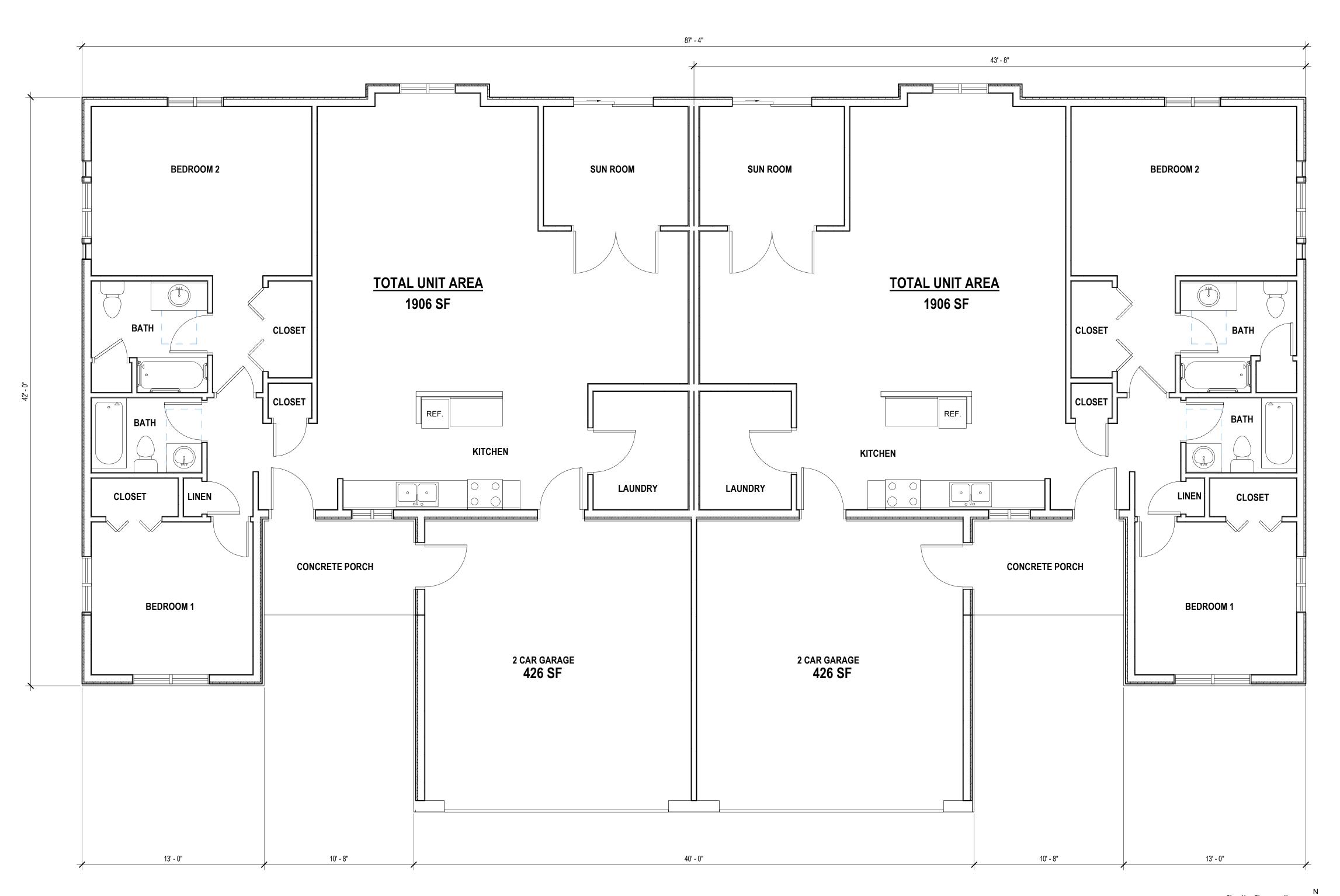
p608.829.4444 f608.829.4445 dimensionivmadison.com

BARABOO HOUSING MASTER PLAN

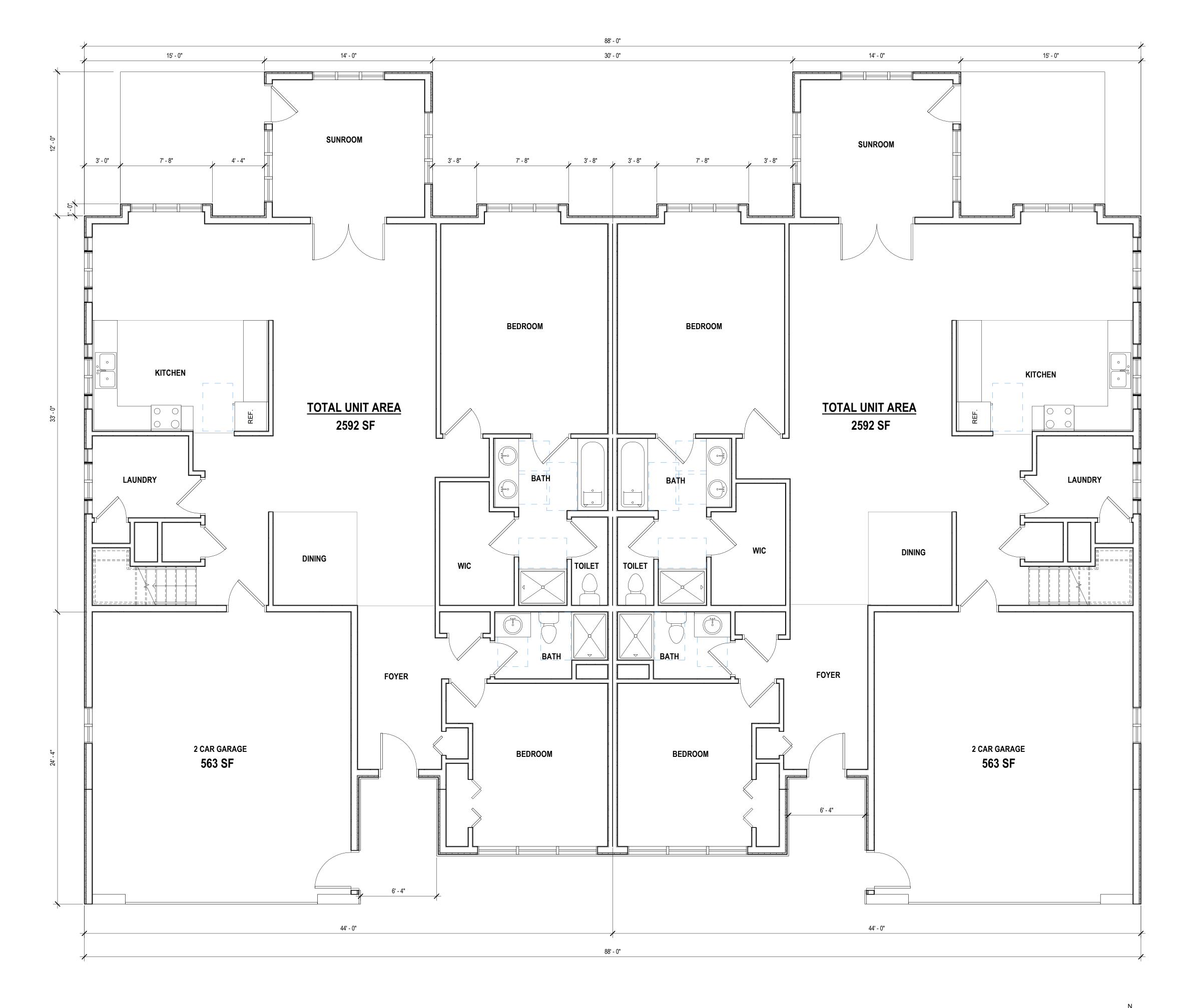
DATE OF ISSUE: 10/21/22 REVISIONS: PROJECT#

SMALL DUPLEX

© 2022 Dimension IV - Madison, LLC All Rights Reserved



1 FIRST FLOOR PLAN
1/4" = 1'-0"



DIMENSION Madison Design Group

architecture · interior design · planning

6515 Grand Teton Plaza, Suite 120 Madison, Wisconsin 53719 p608.829.4444 f608.829.4445 dimensionivmadison.com

BARABOO HOUSING MASTER PLAN

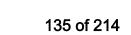
DATE OF ISSUE: 10/21/22

REVISIONS:

PROJECT # 000

LARGE DUPLEX

<u>A1.2</u>





6515 Grand Teton Plaza, Suite 120 Madison, Wisconsin 53719 p608.829.4444 f608.829.4445 dimensionivmadison.com

BARABOO HOUSING MASTER PLAN

DATE OF ISSUE: 10/21/22

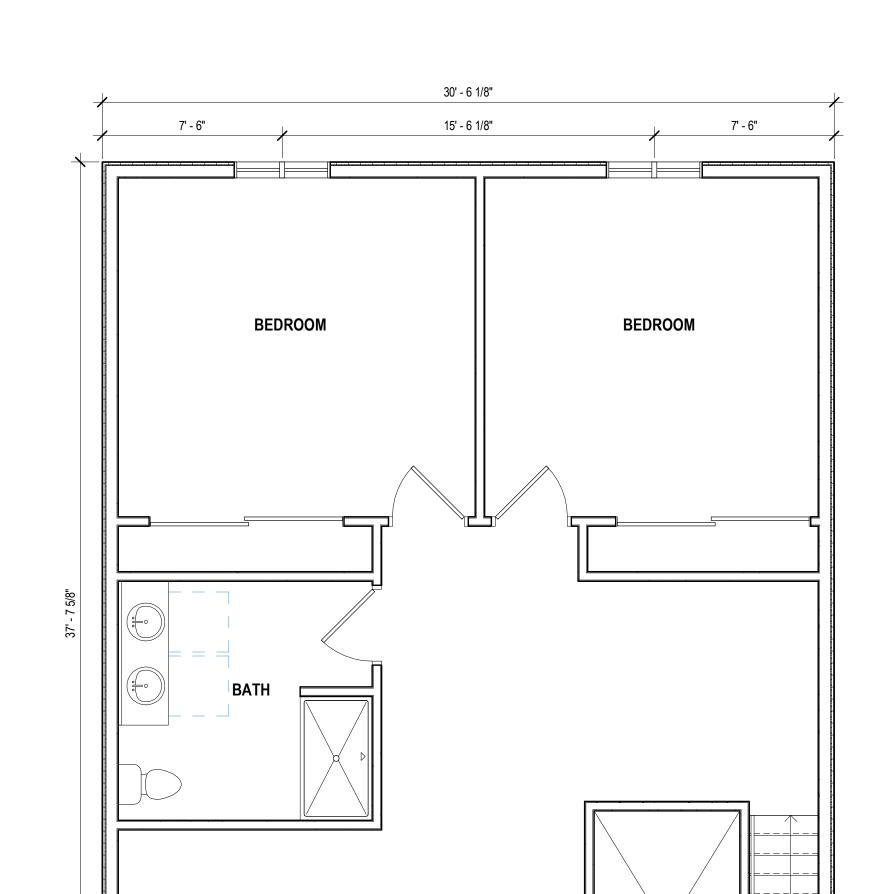
REVISIONS:

PROJECT # 00000

THREE UNIT

A1.3





DEN / STUDIO

DIMENSION Madison Design Group

architecture · interior design · planning

6515 Grand Teton Plaza, Suite 120 Madison, Wisconsin 53719 p608.829.4444 f608.829.4445 dimensionivmadison.com

BARABOO HOUSING MASTER PLAN

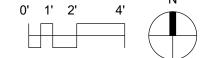
DATE OF ISSUE:

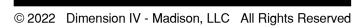
REVISIONS:

PROJECT#

10/21/22

THREE UNIT -SECOND FLOOR





architecture · interior design · planning

6515 Grand Teton Plaza, Suite 120 Madison, Wisconsin 53719 p608.829.4444 f608.829.4445 dimensionivmadison.com

BARABOO HOUSING MASTER PLAN

DATE OF ISSUE:

REVISIONS:

10/21/22

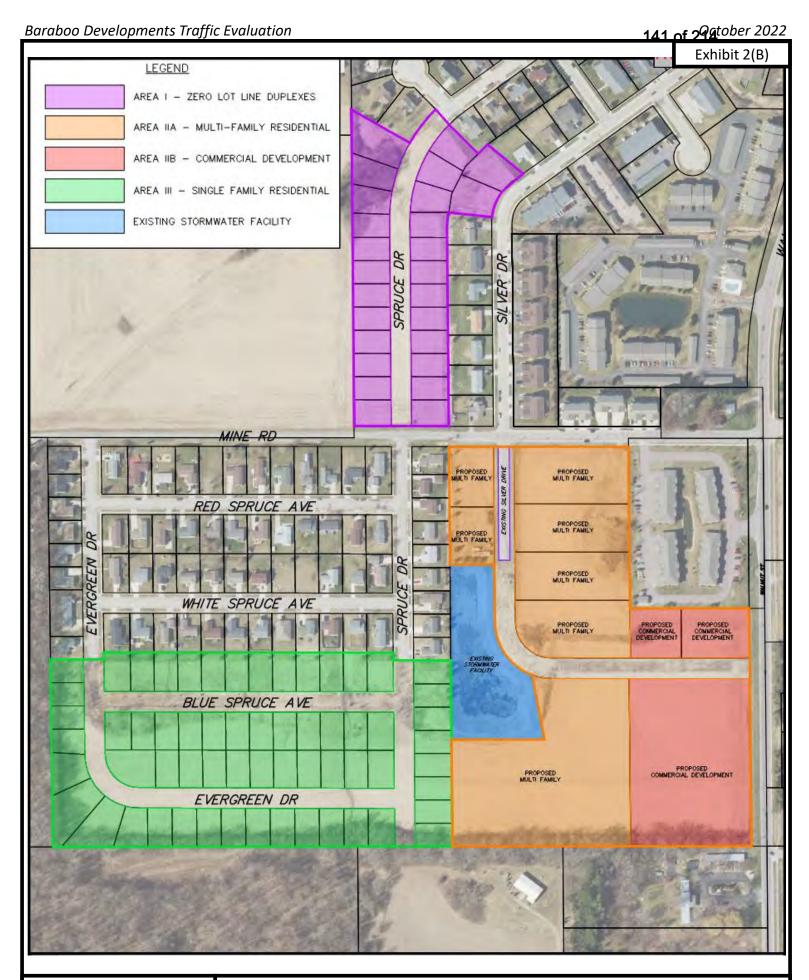
PROJECT #

THREE UNIT TOWNHOME

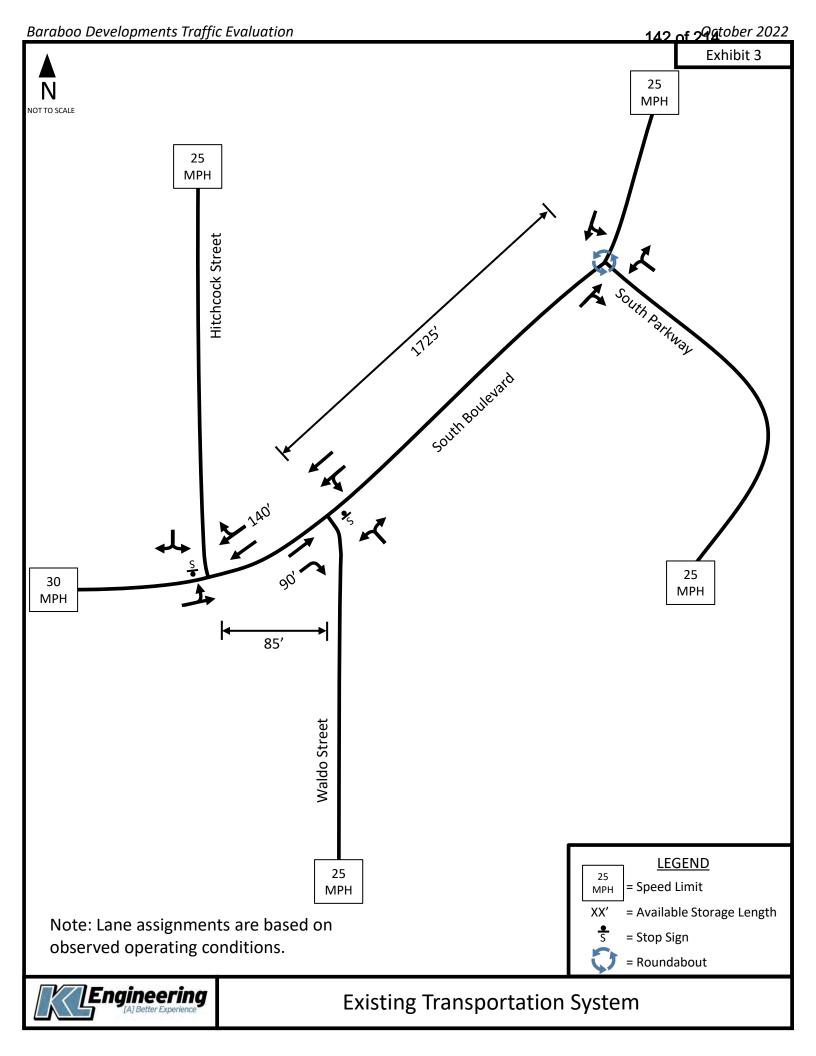
A1.5

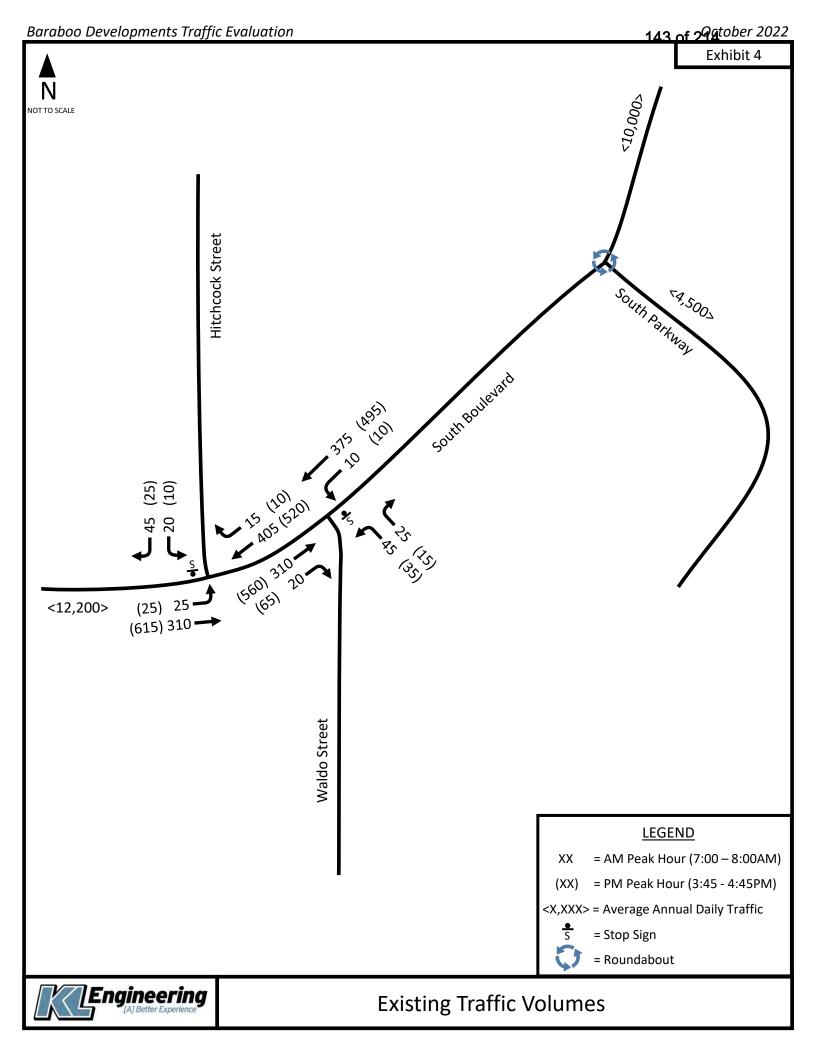
APPENDIX D











144 of October 2022

Exhibit 5

Level of Service by Movement - Existing Traffic Volumes

Intersection	Peak	Eastbound			Westbound			Northbound			Southbound			Intersection
		L	T	R	L	T	R	L	Т	R	L	Т	R	
South Boulevard & Hitchcock	AM	Α	Α			Α	Α				С		С	-
Street	PM	Α	Α			Α	Α				C		С	_
South Boulevard & Waldo	AM		Α	Α	Α	Α		В		В				-
Street	PM		Α	Α	Α	Α		С		С				-



145 of October 2022

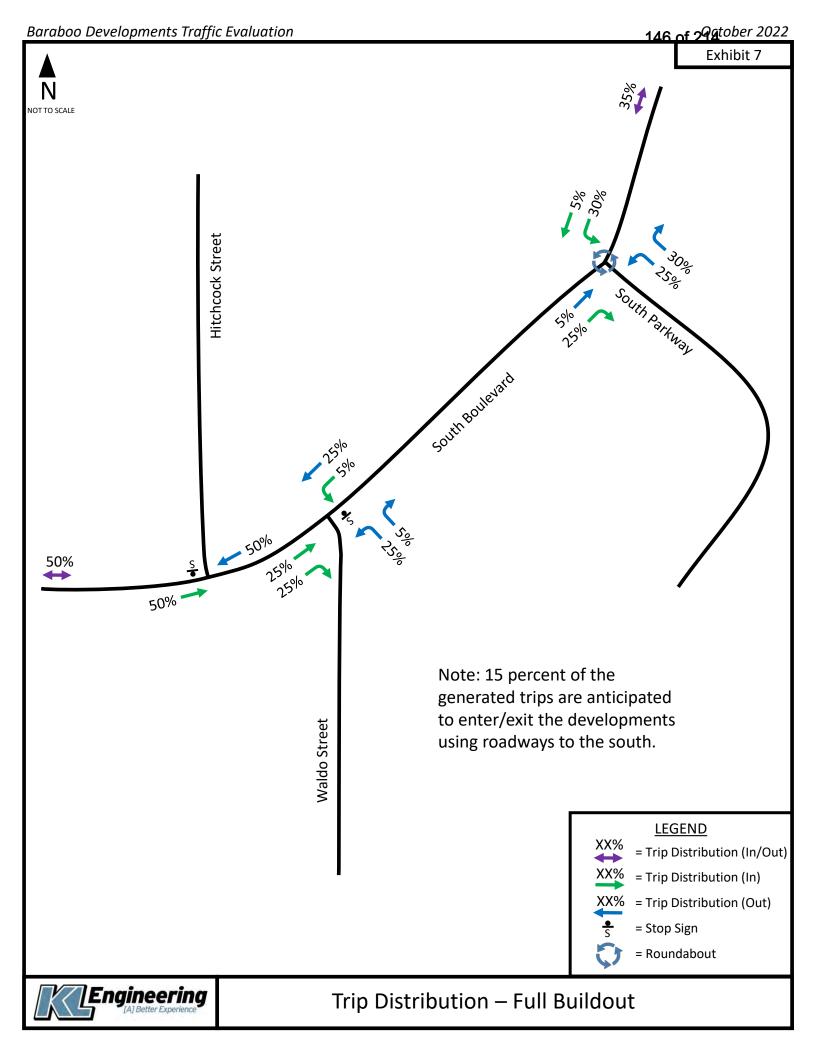
Exhibit 6

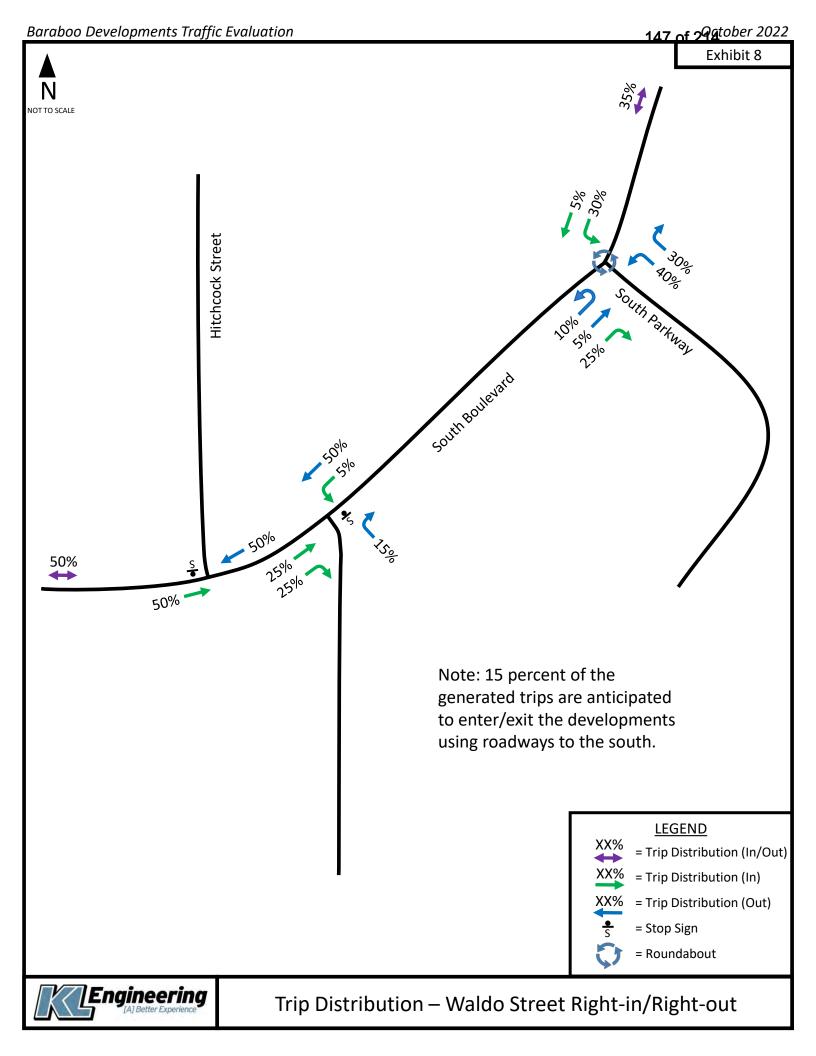
Baraboo Developments Traffic Evaluation

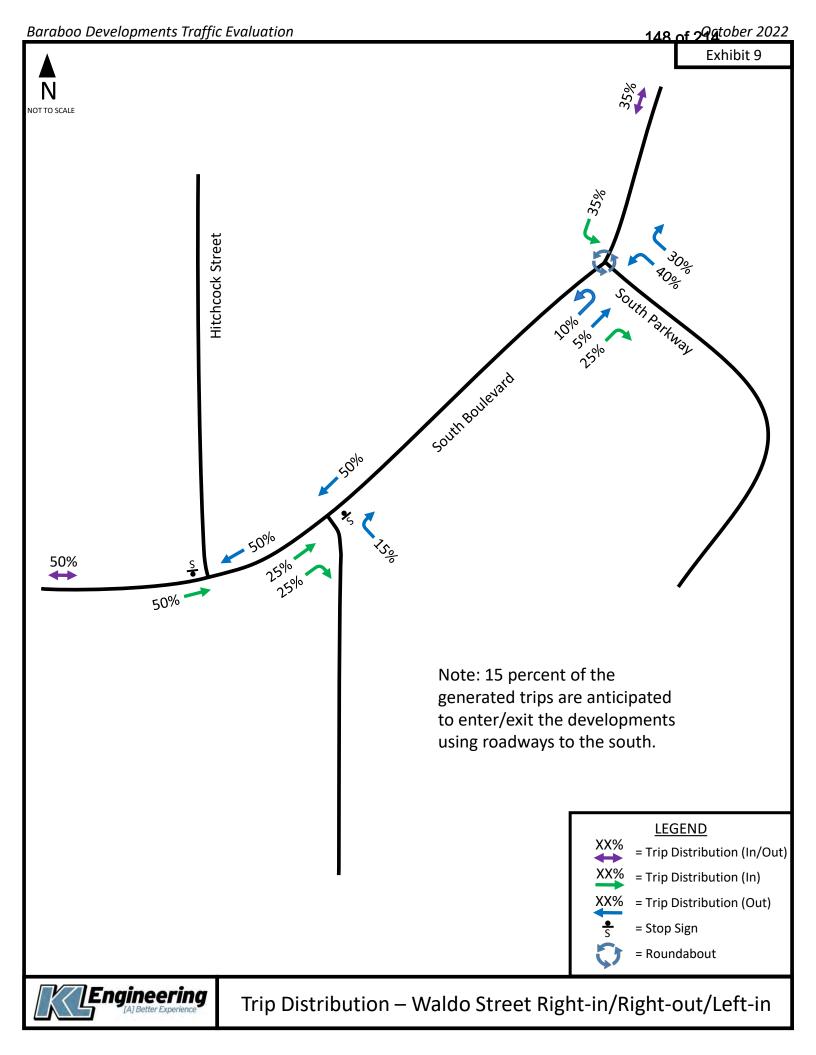
Davidonment		ITE Land		Weekday		AM Peak		PM Peak			
Development Area	ITE Land Use	Use Code	Size	Daily Trips (rate)	In (%)	Out (%)	Total (rate)	In (%)	Out (%)	Total (rate)	
Area A	Senior Adult Housing - Single-Family	251	85 Dwelling Units	515 (6.06)*	10 (33%)	25 (67%)	35 (0.41)*	25 (61%)	15 (39%)	40 (0.47)*	
	Manufacturing	140	36.5 1000 Sq. Ft. GFA	340 (9.32)*	25 (76%)	5 (24%)	30 (0.82)*	5 (31%)	10 (69%)	15 (0.41)*	
	Specialty Trade Contractor		10.7 1000 Sq. Ft. GFA	105 (9.82)	15 (74%)	5 (26%)	20 (1.66)	5 (32%)	15 (68%)	20 (1.93)	
Area B	Single-Family Detached Housing	210	61 Dwelling Units	640 (10.49)*	15 (26%)	35 (74%)	50 (0.82)*	40 (63%)	20 (37%)	60 (0.98)*	
	Single-Family Attached Housing	215	26 Dwelling Units	150 (5.77)*	5 (31%)	5 (69%)	10 (0.38)*	5 (57%)	5 (43%)	10 (0.38)*	
	Multifamily Housing (Low-Rise)		104 Dwelling Units	740 (7.12)*	15 (24%)	40 (76%)	55 (0.53)*	40 (63%)	25 (37%)	65 (0.63)*	
	New Trips		2,490	85	115	200	120	90	210		

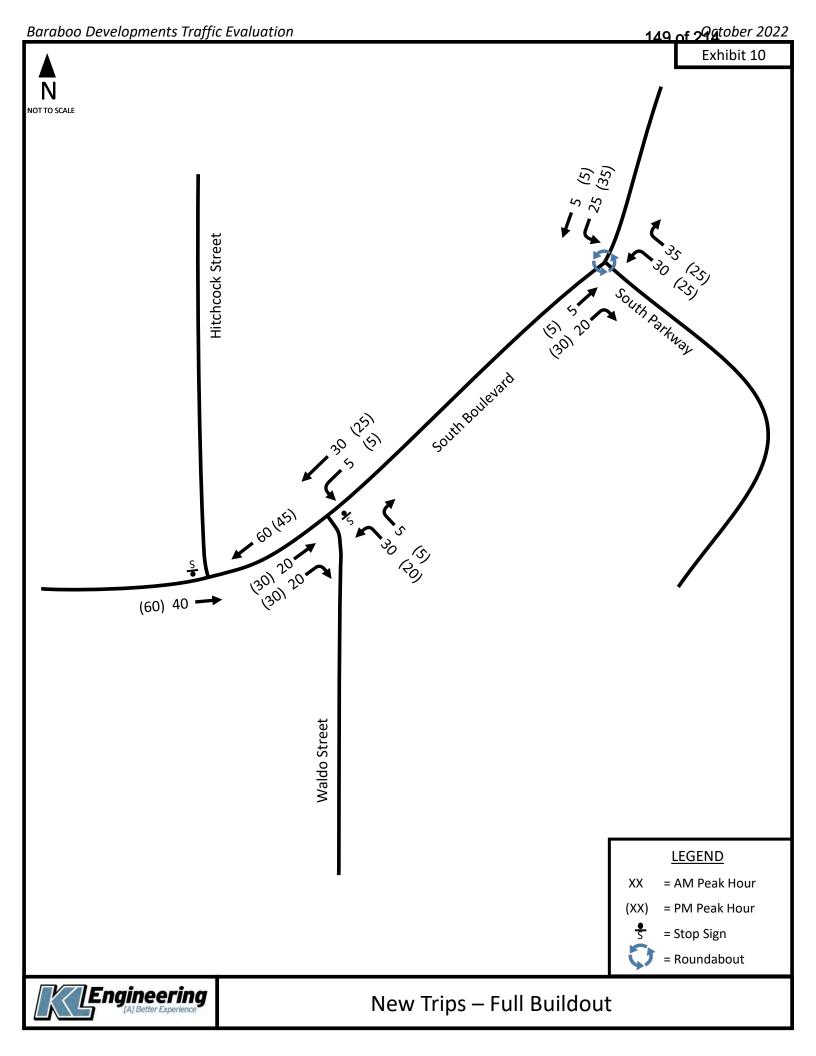
^{*} Fitted curve equation used. Effective rate shown.

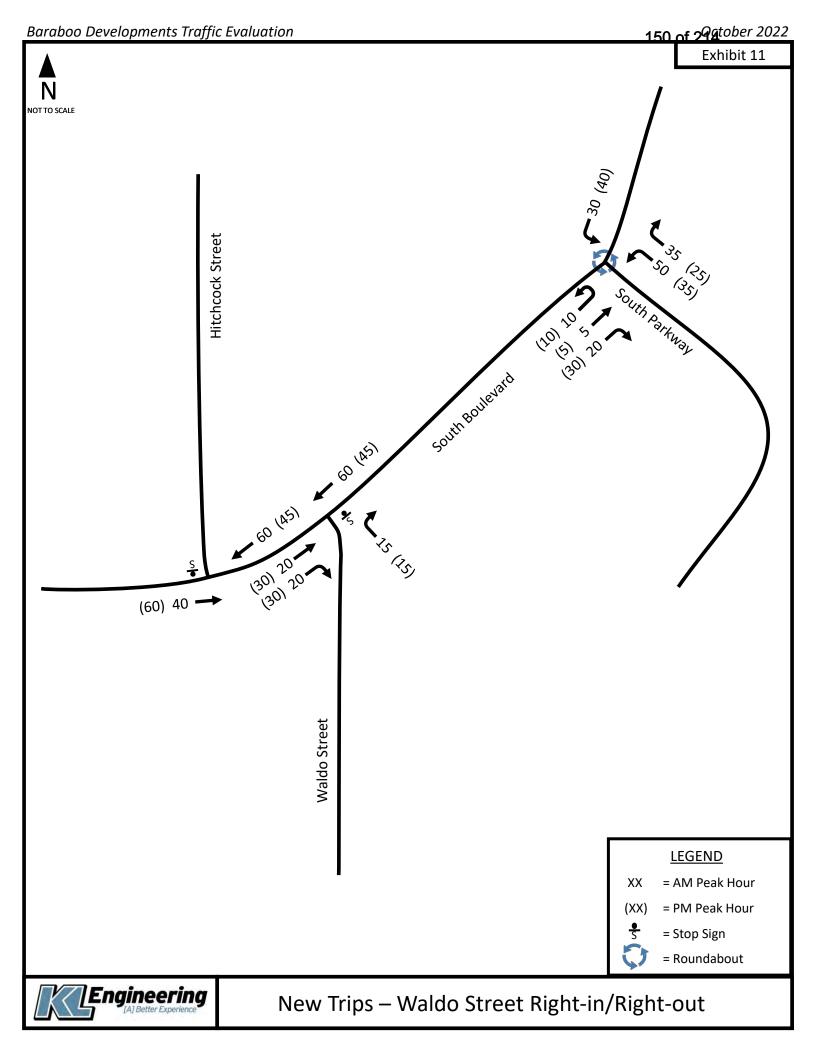


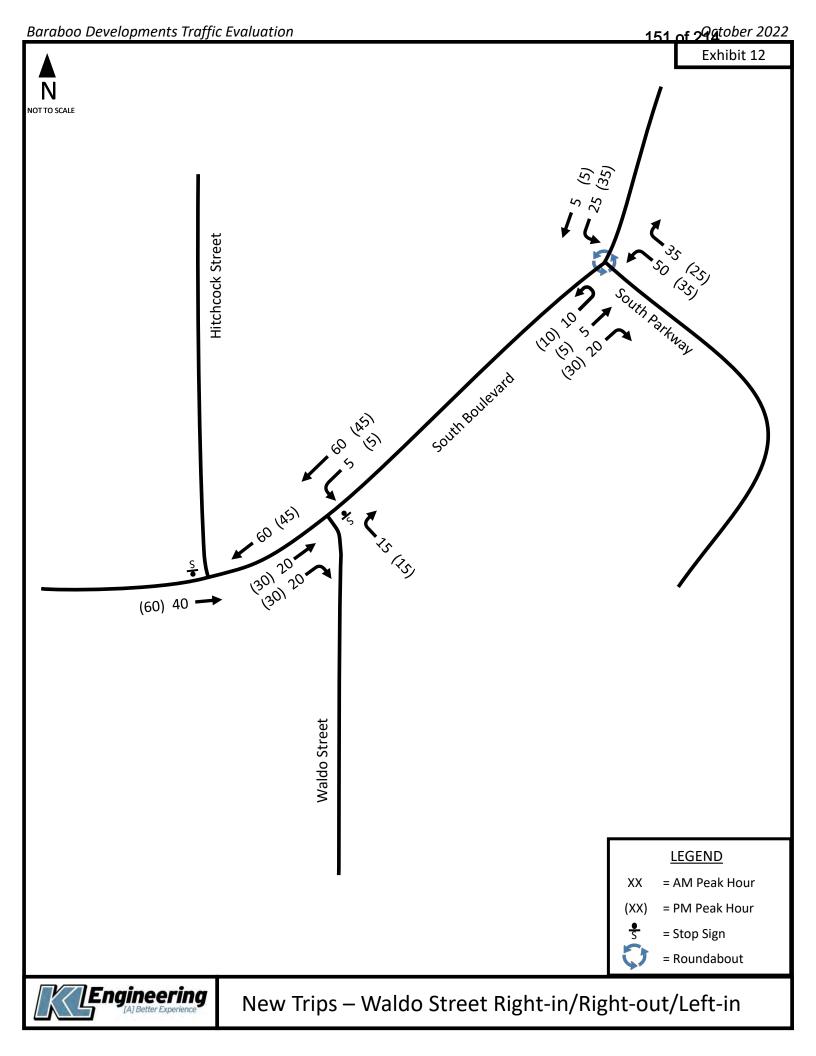


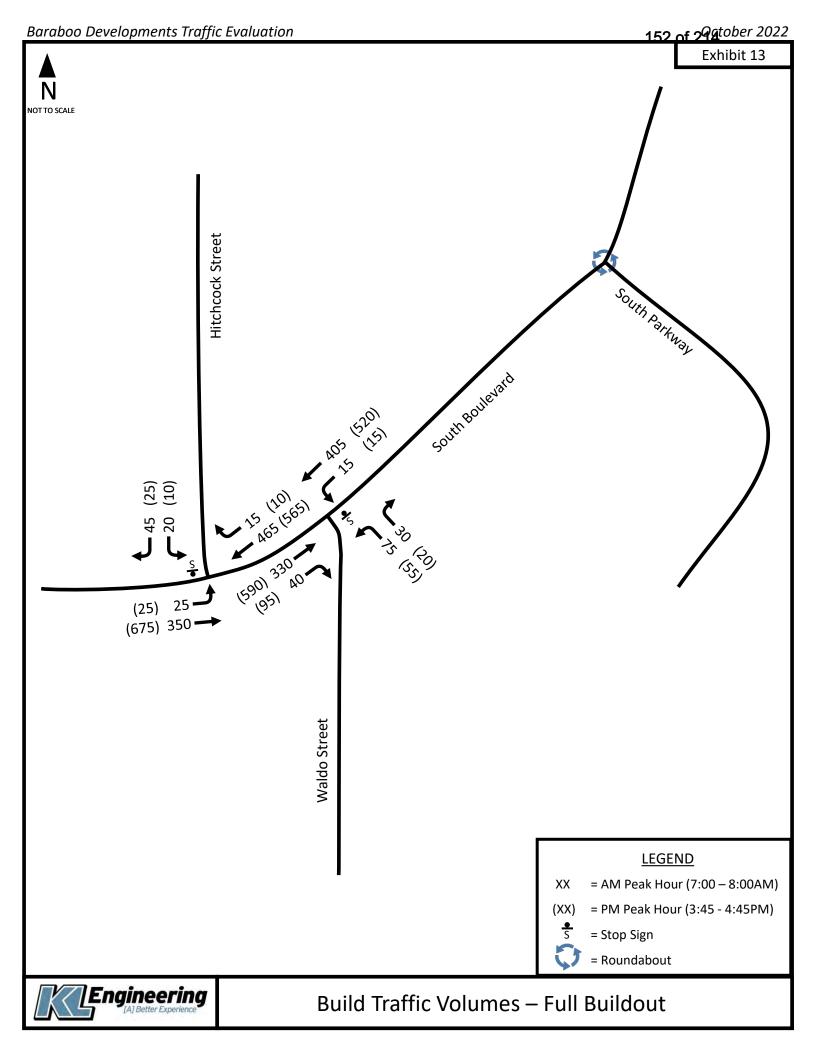


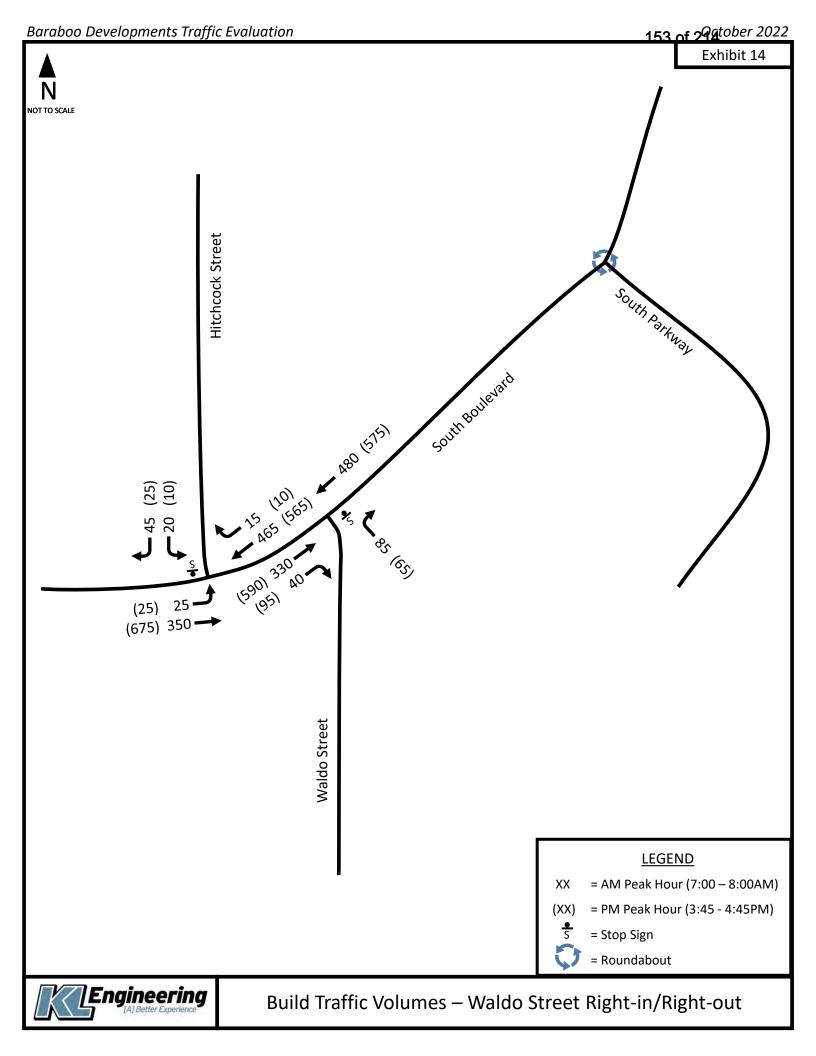












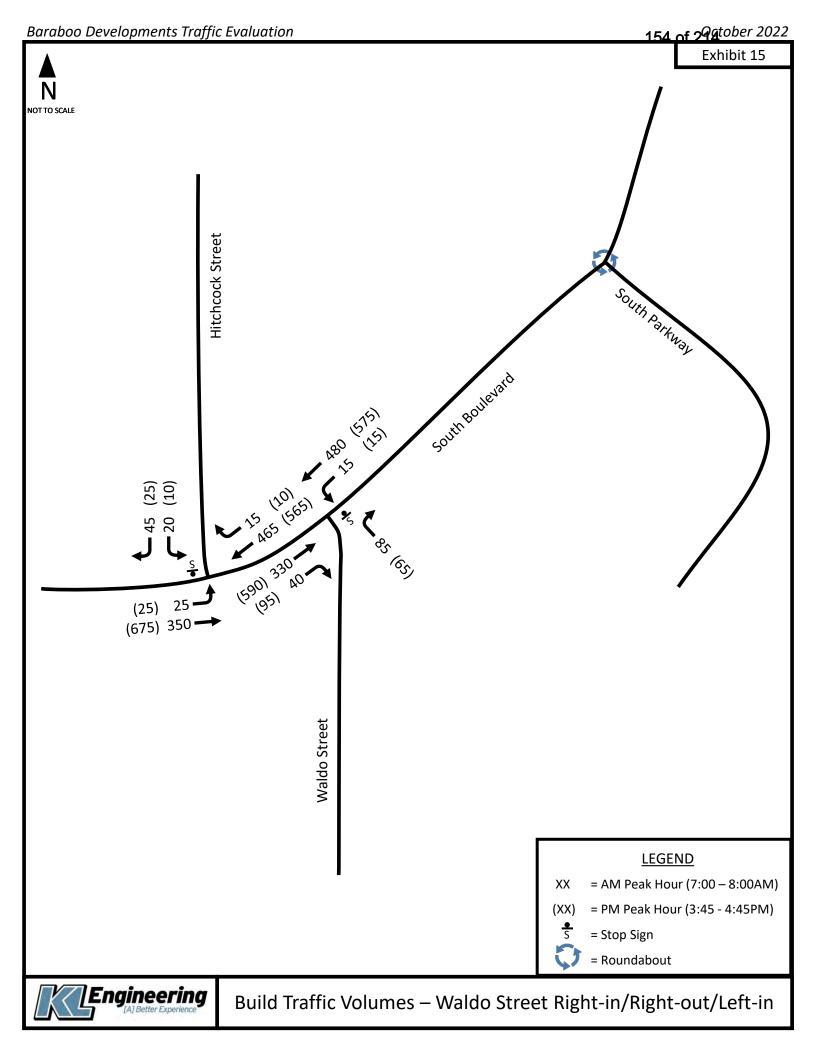


Exhibit 16

Level of Service by Movement - Build Traffic Volumes - Full Buildout

Intersection	Peak	Eastbound			Westbound			Northbound			Southbound			Intersection
		L	T	R	L	T	R	L	T	R	L	T	R	
South Boulevard & Hitchcock	AM	Α	Α			Α	Α				С		С	-
Street	PM	Α	Α			Α	Α				C		С	_
South Boulevard & Waldo	AM		Α	Α	Α	Α		С		С				-
Street	PM		Α	Α	Α	Α		С		С				-

Exhibit 17

Level of Service by Movement - Build Traffic Volumes - Waldo Street Right-in/Right-out

Intersection	Peak	Eastbound			Westbound			Northbound			Southbound			Intersection
		L	T	R	L	Т	R	L	T	R	L	Т	R	
South Boulevard & Hitchcock	AM	Α	Α			Α	Α				С		С	-
Street	PM	Α	Α			Α	Α				C		С	_
South Boulevard & Waldo	AM		Α	Α		Α				В				-
Street	PM		Α	Α		Α				В				-



Exhibit 18

Level of Service by Movement - Build Traffic Volumes - Waldo Street Right-in/Right-out/Left-in

			Movement											
Intersection	Peak	Ea	Eastbound		We	estbou	ınd	No	rthbo	und	Sou	ıthboı	und	Intersection
		L	T	R	L	T	R	L	T	R	L	Т	R	
South Boulevard & Hitchcock	AM	Α	Α			Α	Α				С		С	-
Street	PM	Α	Α			Α	Α				C		С	_
South Boulevard & Waldo	AM		Α	Α	Α	Α				В				-
Street	PM		Α	Α	Α	Α				В				-

APPENDIX E

LOT 1, CERTIFIED SURVEY MAP NUMBER 7231, RECORDED IN SAUK COUNTY REGISTER OF DEEDS AS DOCUMENT NUMBER 1243051, IN VOLUME 45 OF CERTIFIED SURVEY MAPS, ON PAGES 7231, LOCATED IN PART OF THE SW 1/4 - SE 1/4 AND PART OF THE SE 1/4 - SW 1/4, SECTION 2, TOWNSHIP 11 NORTH, RANGE 06 EAST, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

EXHIBIT A - SHEET 1 OF 6 - TITLE SHEET, CERTIFICATES AND NOTES

<u>Surveyor's Certificate</u>
I, Marc A. Londo, Wisconsin Professional Land Surveyor No. 2696, hereby certify to my client: That the attached Survey and Plat were prepared by me or under my direct supervision that the attached Survey and Plat meet or exceed the minimum standards for land surveying in the state of Wisconsin as set forth in Administrative Code Chapter A–E7, that the attached Survey and Plat have been prepared in accordance with Wisconsin Statutes Section 703.11 pertaining to Condominiums, correctly representing the condominium described, that the indemnification and location of each unit and the common elements can be determined from this plat and that all information contained within the attached Survey and Plat is correct to the best of my information, knowledge and belief. This certification applies to all 5 sheets of this document.

Marc A. Londo	
Vierbicher Associates	
400 Viking Drive	
Reedsburg, WI 53959	
(608) 524-6468	
vierbicher.com	
mlon@vierbicher.com	

<u>Owner's Certificate of Dedication</u> Max Dvorak, Owner of KMD Development, LLC, as owner, does hereby certify that he has caused the lands described on this condominium plat to be surveyed, mapped and dedicated as represented on this Condominium Plat.

By: KMD Development, LLC

Max Dvorak, Owner KMD, Development, LLC truemusicmax@gmail.com	Date
Owner's Notary Certificate	
STATE OF WISCONSIN) COUNTY) ss	
Personally came before me this	day of

the above named Max Dvorak, to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin	_
My commission expires _	

- <u>Sheet Index</u>
 1. Title Sheet, Sheet index, Owner and Surveyor's Certificates and Surveyor's Notes and
- Planimetric phase 1 area boundary lands and expansion area lands survey. Typical small 2 unit condominium diagrammatic floor plan.
- Typical large 2 unit condominium diagrammatic floor plan.
- Typical 3 unit condominium diagrammatic floor plan. Typical condominium second floor diagrammatic floor plan.
- Line, Curve and Unit Area Tables.

Surveyor's Notes:

- 1. Building dimensions shown upon pages 3 through 6 of this Condominium Plat are supplied to the surveyor by the client or their agent.
- 2. Building areas are approximate and do not supersede unit boundaries set forth in the declaration. Unit areas are the calculated values of the Limited Common Element (L.C.E.) containing the individual buildings.
- 3. Unless noted, all areas outside of unit boundaries are common elements (C.E.).
- 4. Stoops, patios, decks and parking areas adjoining individual units are limited common elements (L.C.E.) to such unit, unless noted otherwise. Stairways and sidewalks adjoining individual units are limited common elements (L.C.E.) shared equally by units served.
- 5. A utility easement as shown on Sauk County Certifies Survey Map No. 7231, within the condominium phase 1 and expansion lands is reserved for the installation and maintenance of required utilities. 6. If shown, dimensions from property lines to the respective unit buildings and common
- element buildings are to proposed foundation exteriors per architectural site plans supplied to surveyor by the client or their agent.

 Outlot 1 of Sauk County Certified Survey Map No. 7231 is dedicated to the public for
- stormwater detention.
- 8. Course information not found in line and curve tables is shown in the planimetric boundary survey.
 9. At the time this Condominium Plat was drafted, buildings 1, 2, 3, 4, 5 and 6 were
- proposed, no construction had taken place.

 Bearings are referenfed to the Wisconsin Coordinate Reference System, Sauk County. The south line of the Southwest Quarter of Section 2, 711N, R6E, bears N89'53'56.2"W.

Expansion Lands

Lot 1 of Sauk County Certified Survey Map No. 7231.

Part of Lot 1 of Sauk County Certified Survey Map No. 7231 recorded as Document No. 1243051 in Volume 45 of Certified Surveys, page 7231, all in the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 2, T11N, R6E, City of Baraboo, Sauk County, Wisconsin and bounded by a line described as follows:

Beginning at the found standard Harrison monument at south one-augretr corner of said

Thence, NOO'51'41"W, along the west line of the Southeast Quarter of said Section 2, T11N, R6E, 256.38 feet, to the Point of Beginning, (P.O.B.) of Phase 1 of Baraboo Bluffs

Thence, N74°37'15"W, 76.27 feet (L1); Thence, N89°00'17"W, 265.53 feet (L2); Thence, S87°40'51"E, 290.44 feet (L3)

Thence, S84'01'38"W, 158.45 feet (L4), to the east right-of-way line of Waldo Street; Thence, NOO'18'48"W, along the said east right-of-way line of Waldo Street, 137.83 feet, (L5 + 95.84), to a found $\frac{3}{4}$ " diameter iron rod at the northwest corner of Lot 4 of Sauk County Certified Survey Map No. 2184;

Thence, NOO'18'29"W, continuing along the said east right-of-way line of Waldo Street, 24.01 feet (L6), to its intersection with the north line of a private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231;

Thence, N89'15'31"E, along the said north line of a private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, 40.43 feet (L7), to the beginning of a curve to the left;

Thence, 77.38 feet, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 being a curve to the left having a radius of 717.00 feet, an included angle of 0611'00", (a chord of 77.34 feet which bears S86 10'01"E)(C1), to the end of said curve;

Thence, N83'04'31"E, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 and its easterly extension, 15.81 feet (L8), to the beginning of a curve to the right;

Thence, 139.72 feet, along said curve to the right, being the southwesterly extension of the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 and the north line thereof, having a radius of 1883.00 feet, an included angle of 0415'05", (a chord of 139.69 feet which bears N8512'03"E)(C2), to the end of said curve:

Thence, NO2'40'24"W, continuing along the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321, 12.78 feet (L9); Thence, N35'44'20"E, continuing along the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321, 10.00 feet

Thence, S5415; 49"E, continuing along the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321, 33.64 feet (L11) to the beginning of a non-tangent curve, concave to the southwest;

Thence, 221.47 feet, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 being a non—tangent curve concave to the southwest, having a radius of 1883.00 feet, an included angle of 06 44 20", (a chord of 221.34 feet which bears S88 18 46 "E)(C3), to the end of

Thence, S84*56'36"E, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321, 44.35 feet (L12), to the beginning of a curve to the left;

Thence, 30.34 feet, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 being a curve to the left having a radius of 367.00 feet, an included angle of 04'44'11", (a chord of 30.33 feet which bears S8718'42"E)(C4), to the end of said curve;

Thence, S89'40'47"E, continuing along said north line of private street, (Louis Lane) and Utility Easement and the south line of Outlot 1 shown on said Sauk County Certified Survey Map No. 7321, 359.01 feet (L13), to a found 1 ¼" diameter iron rod at the southeast corner thereof and the southwest corner of Lot 15 of Park Ridge;

Thence, N86'00'16"E, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 and the south line of said of Lot 15 of Park Ridge, 190.35 feet (L14) to a found 3/4" diameter iron rod at the southeast corner thereof and the west right—of—way line of Parkside Avenue;

Thence, S00'11'41"E, along the said west right-of-way line of Parkside Avenue, 66.16 feet (L15), to a found 34" diameter iron rod at the south line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7321 and northeast corner of Lot 76 of Parkside Subdivision;

Thence, S86°00'16"W, along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7321 and the north line of said Lot 75 of Parkside Subdivision, 190.03 feet (L16), to a found 34" diameter iron rod at the southwest corner thereof:

Thence, S89'39'28"W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7321, 11.37 feet (L17); Thence, S00'20'31"W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7321, 5.90 feet (L18);

Thence, N89'39'29"W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7321, 10.00 feet(L19); Thence, S76'39'16"W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7321, 26.21 feet (L20); Thence, N89'39'16"W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7321 and its westerly extension, 121.78 feet (L21), to its intersection with the west line of private street (Gust Road) and Utility Easement shown on Sauk County Certified Survey Map No. 7321; Thence, S00'29'18"E, along the said west line of private street (Gust Road) and Utility Easement shown on Sauk County Certified Survey Map No. 7321, 96.75 feet (L22); Thence, N82'54'33"W, continuing along the said west line of private street (Gust Road) and Utility Easement shown on Sauk County Certified Survey Map No. 7321, 26.55 feet (L23); Thence, S84°35'18"W, 136.67 feet (L24), returning to the point of beginning.

Baraboo Bluffs Condominium Phase 1 contains 3.48 Ac., 151,648 Sq. Ft., and is subject to all other easements and rights of way of record.

SURVEY LEGEND

- PUBLIC LAND CORNER AS NOTED
- FOUND 1 1/4" Ø IRON ROD
- FOUND 3/4" Ø IRON ROD

CERTIFICATE OF REGISTER OF DEEDS

Received for recording this ___ day of _, 2022, at _ o'clock ___.M. and recorded in __ of Condominium Plats on Pages ______, as Document

Brent Bailey, Sauk County Register of Deeds

Number ____

SURVEYED FOR.

Mr. Maxwell Dvorak E9290 Hogsback Road Baraboo, WI 53913 (608) 345-1905 ruemusicmax@amail.con

Drafted by: mlon Checked by: sdis Date: 11-9-2022 Sheet 1 of 7

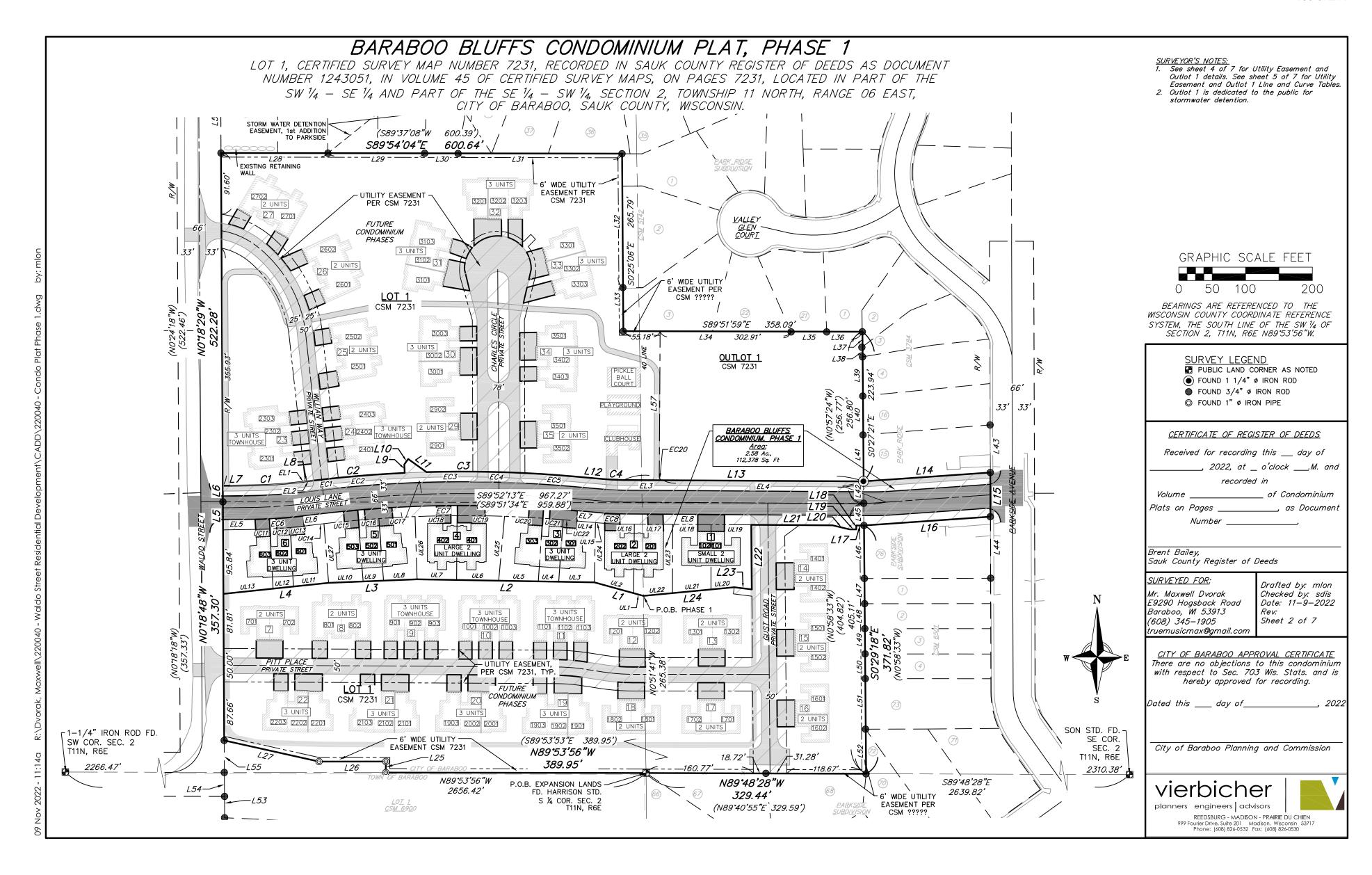
CITY OF BARABOO APPROVAL CERTIFICATE There are no objections to this condominium with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this ____ day of____ . 2022

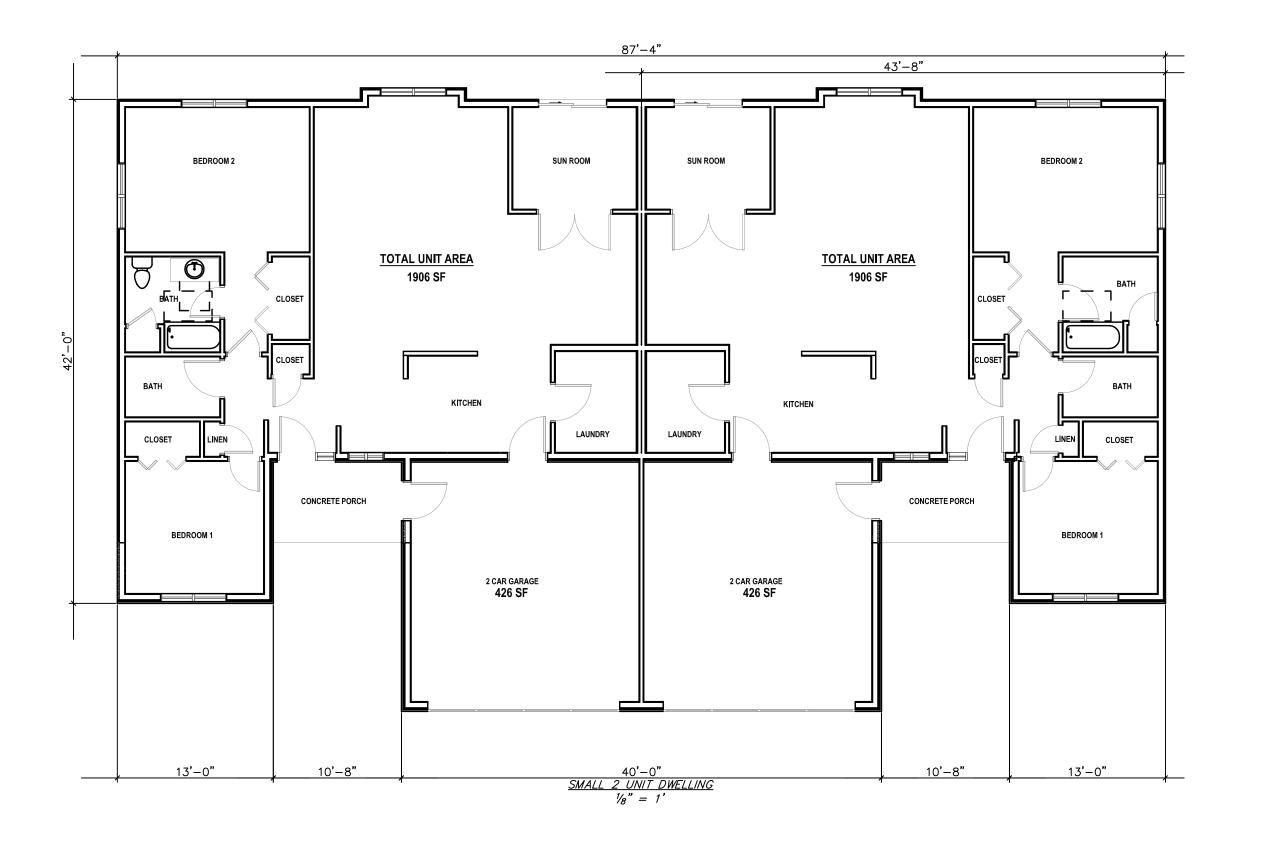
City of Baraboo Planning and Commission



REEDSBURG - MADISON - PRAIRIE DU CHIEN



LOT 1, CERTIFIED SURVEY MAP NUMBER 7231, RECORDED IN SAUK COUNTY REGISTER OF DEEDS AS DOCUMENT NUMBER 1243051, IN VOLUME 45 OF CERTIFIED SURVEY MAPS, ON PAGES 7231, LOCATED IN PART OF THE SW 1/4 - SE 1/4 AND PART OF THE SE 1/4 - SW 1/4, SECTION 2, TOWNSHIP 11 NORTH, RANGE 06 EAST, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.





- SURVEY LEGEND

 PUBLIC LAND CORNER AS NOTED
- FOUND 1 1/4" Ø IRON ROD
- FOUND 3/4" Ø IRON ROD

CERTIFICATE OF REGISTER OF DEEDS

Received for recording this ___ day of

__, 2022, at __ o'clock ____.M. and

recorded in

__ of Condominium Volume _ Plats on Pages ___

Brent Bailey, Sauk County Register of Deeds

SURVEYED FOR:

Mr. Maxwell Dvorak E9290 Hogsback Road Baraboo, WI 53913 (608) 345–1905 truemusicmax@gmail.com

Drafted by: mlon Checked by: sdis
Date: 11-9-2022 Sheet 3 of 7

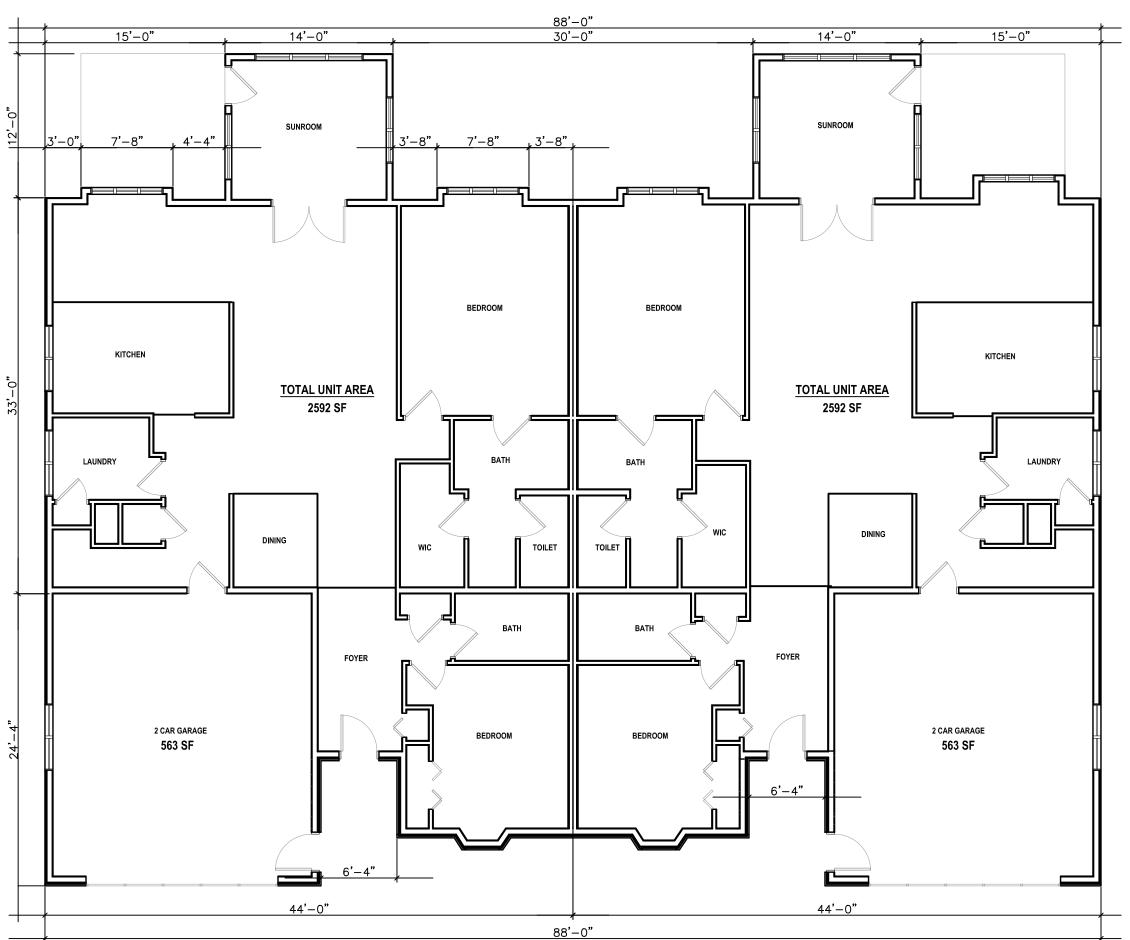
CITY OF BARABOO APPROVAL CERTIFICATE There are no objections to this condominium with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this ____ day of__

City of Baraboo Planning and Commission



LOT 1, CERTIFIED SURVEY MAP NUMBER 7231, RECORDED IN SAUK COUNTY REGISTER OF DEEDS AS DOCUMENT NUMBER 1243051, IN VOLUME 45 OF CERTIFIED SURVEY MAPS, ON PAGES 7231, LOCATED IN PART OF THE SW 1/4 - SE 1/4 AND PART OF THE SE 1/4 - SW 1/4, SECTION 2, TOWNSHIP 11 NORTH, RANGE 06 EAST, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.



 $\frac{LARGE \ 2 \ UNIT \ DWELLING}{\frac{1}{8}"} = 1'$

GRAPHIC SCALE FEET



- SURVEY LEGEND

 PUBLIC LAND CORNER AS NOTED
- (FOUND 1 1/4" Ø IRON ROD
- FOUND 3/4" Ø IRON ROD

CERTIFICATE OF REGISTER OF DEEDS

Received for recording this ___ day of __, 2022, at __ o'clock ____.M. and recorded in

__ of Condominium Volume _

Plats on Pages ___

Brent Bailey, Sauk County Register of Deeds

SURVEYED FOR:

Mr. Maxwell Dvorak E9290 Hogsback Road Baraboo, WI 53913 (608) 345-1905 truemusicmax@gmail.com

Drafted by: mlon Checked by: sdis
Date: 11-9-2022 Sheet 4 of 7

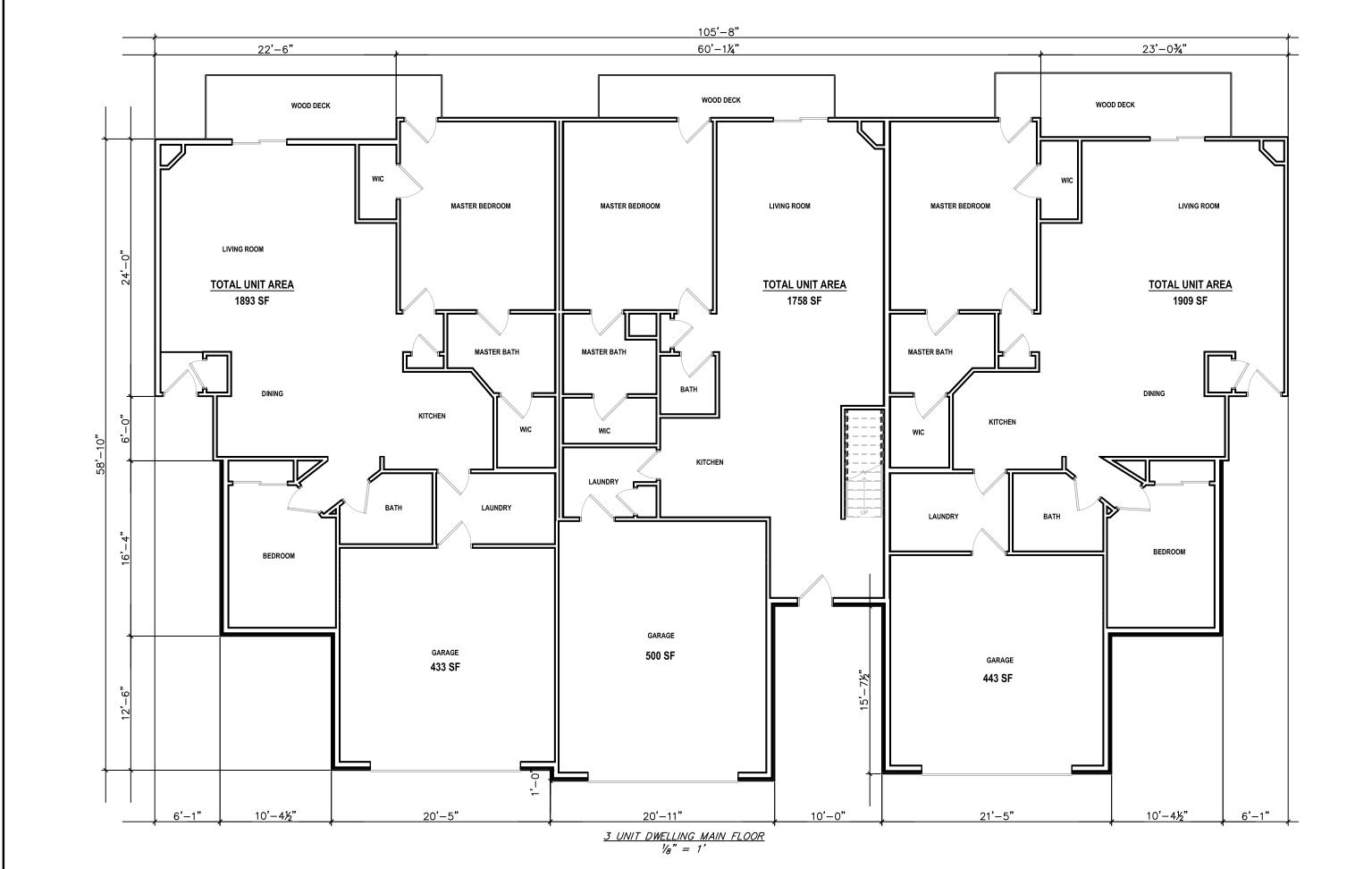
CITY OF BARABOO APPROVAL CERTIFICATE
There are no objections to this condominium
with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this ____ day of__

City of Baraboo Planning and Commission



BARABOO BLUFFS CONDOMINIUM PLAT, PHASE 1 LOT 1, CERTIFIED SURVEY MAP NUMBER 7231, RECORDED IN SAUK COUNTY REGISTER OF DEEDS AS DOCUMENT NUMBER 1243051, IN VOLUME 45 OF CERTIFIED SURVEY MAPS, ON PAGES 7231, LOCATED IN PART OF THE SW 1/4 - SE 1/4 AND PART OF THE SE 1/4 - SW 1/4, SECTION 2, TOWNSHIP 11 NORTH, RANGE 06 EAST, CITY OF BARABOO, SAUK COUNTY, WISCONSIN. 105'-8" 22'-6" 60'-1¼"





- SURVEY LEGEND

 PUBLIC LAND CORNER AS NOTED
- (FOUND 1 1/4" Ø IRON ROD
- FOUND 3/4" Ø IRON ROD

CERTIFICATE OF REGISTER OF DEEDS

Received for recording this ___ day of __, 2022, at __ o'clock ____.M. and

recorded in

___ of Condominium Volume _

Plats on Pages ______, as Document

Brent Bailey, Sauk County Register of Deeds

SURVEYED FOR:

Mr. Maxwell Dvorak E9290 Hogsback Road Baraboo, WI 53913 (608) 345-1905 truemusicmax@gmail.com

Drafted by: mlon Checked by: sdis
Date: 11-9-2022 Sheet 5 of 7

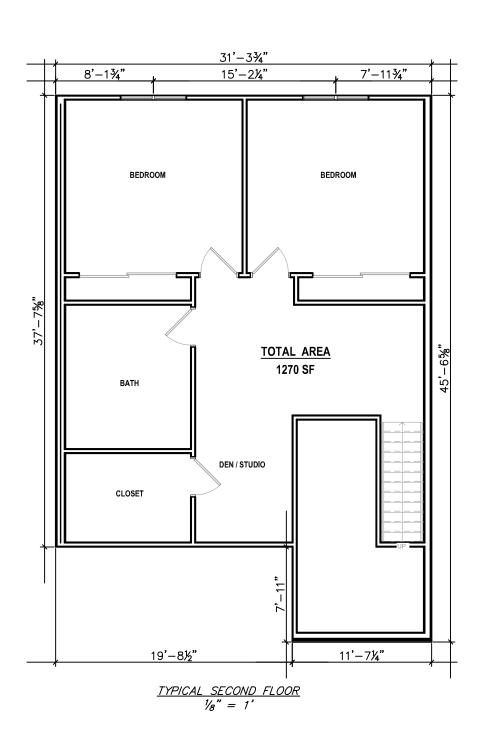
CITY OF BARABOO APPROVAL CERTIFICATE
There are no objections to this condominium
with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this ____ day of___

City of Baraboo Planning and Commission



LOT 1, CERTIFIED SURVEY MAP NUMBER 7231, RECORDED IN SAUK COUNTY REGISTER OF DEEDS AS DOCUMENT NUMBER 1243051, IN VOLUME 45 OF CERTIFIED SURVEY MAPS, ON PAGES 7231, LOCATED IN PART OF THE SW 1/4 - SE 1/4 AND PART OF THE SE 1/4 - SW 1/4, SECTION 2, TOWNSHIP 11 NORTH, RANGE 06 EAST, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.



SURVEY LEGEND

PUBLIC LAND CORNER AS NOTED

● FOUND 1 1/4" Ø IRON ROD

FOUND 3/4" Ø IRON ROD

CERTIFICATE OF REGISTER OF DEEDS

Received for recording this ___ day of

__, 2022, at __ o'clock ____.M. and

recorded in

___ of Condominium Volume _ Plats on Pages ______, as Document

Brent Bailey, Sauk County Register of Deeds

SURVEYED FOR:

Mr. Maxwell Dvorak E9290 Hogsback Road Baraboo, WI 53913 (608) 345-1905

truemusicmax@gmail.com

Checked by: sdis
Date: 11-9-2022 Sheet 6 of 7

Drafted by: mlon

CITY OF BARABOO APPROVAL CERTIFICATE
There are no objections to this condominium with respect to Sec. 703 Wis. Stats. and is

hereby approved for recording.

Dated this ____ day of___

City of Baraboo Planning and Commission



LOT 1, CERTIFIED SURVEY MAP NUMBER 7231, RECORDED IN SAUK COUNTY REGISTER OF DEEDS AS DOCUMENT NUMBER 1243051, IN VOLUME 45 OF CERTIFIED SURVEY MAPS, ON PAGES 7231, LOCATED IN PART OF THE SW 1/4 - SE 1/4 AND PART OF THE SE 1/4 - SW 1/4, SECTION 2, TOWNSHIP 11 NORTH, RANGE 06 EAST, CITY OF BARABOO, SAUK COUNTY, WISCONSIN.

Cond	ominium Line	Table
Line #	Length	
L1	N74°37'15"W	76.27
L2	N89°00'17"W	265.53
L3	S87°40'51"W	132.66
L4	S84°01'38"W	158.45
L5	N0°18'48"W	41.99'
L6	N0°18'29"W	24.01
L7	N89°15'31"E	40.43'
L8	N83°04'31"E	15.81'
L9	N2°40'24"W	12.78'
L10	N35°44'20"E	10.00'
L11	S54°15'40"E	33.64
L12	S84°56'36"E	44.35
L13	S89°40'47"E	359.01
L14	N86°00'16"E	190.35
L15	S0°11'41"E	66.16
L16	S86°00'16"W	190.03
L17	N89°39'29"W	11.37'
L18	S0°20'31"W	5.90'
L19	N89°39'29"W	10.00'
L20	N76°39'16"W	26.21
L21	N89°39'29"W	121.78'
L22	S0°29'18"E	96.75
L23	N82°54'33"W	26.55
L24	S84°35'18"W	136.67
L25	N0°16'49"E	16.55
L26	S89°58'27"W	100.08
L27	N77°25'25"W	145.50

	Secondary Line Table						
Lin	e #	Direction	Length				
┧┝╌	.28	S89°54'04"E	160.13				
┨┞	.29	S89°54'04"E	144.96				
┨┞	.30	S89°54'04"E	50.07				
	.31	S89°54'04"E	245.48				
┧┌╌	.32	S00°25'06"E	200.38				
┧┌┌	.33	S00°25'06"E	65.41				
	.34	S89°51'59"E	251.35				
	.35	S89°51'59"E	53.37				
	.36	S89°51'59"E	53.37				
	.37	S00°27'21"E	22.49				
┨	.38	S00°27'21"E	15.00				
	.39	S00°27'21"E	58.64				
	.40	S00°27'21"E	58.24				
	.41	S00°27'21"E	69.57				
	.42	S00°27'21"E	32.86				
	.43	S00°11'41"E	71.24				
	.44	S00°11'41"E	92.22				
	.45	S00°29'18"E	33.29				
	.46	S00°29'18"E	79.41				
	.47	S00°29'18"E	37.72				
	.48	S00°29'18"E	37.38				
-	.49	S00°29'18"E	37.79				
	.50	S00°29'18"E	37.03				
[[.51	S00°29'18"E	75.69				
	.52	S00°29'18"E	66.80				
L	.53	N00°18'37"W	31.95				
	.54	N00°18'37"W	35.82				
	.55	N00°18'37"W	48.05				
	.56	N00°18'37"W	103.97				
1 🗔	.57	N00°19'45"E	217.87				
	_						

Easement Line Table						
Line #	Direction	Length				
EL1	N83°04'31"E	5.72				
EL2	N83°04'31"E	10.09				
EL3	S89*40'47"E	58.10				
EL4	S89*40'47"E	300.91				
EL5	N89°15'31"E	40.93				
EL6	S83°04'31"W	15.81				
EL7	S84*56'36"E	44.35				
EL8 S89'39'29"E 191.41						
Unit Line Table						

Line #	Direction	Length
UL1	N74'37'15"W	15.18
UL2	N74°37'15"W	61.09
UL3	N89'00'17"W	53.38
UL4	N89°00'17"W	30.50
UL5	N89'00'17"W	59.42
UL6	N89'00'17"W	63.00
UL7	N89'00'17"W	59.23
UL8	S87°40'51"W	50.28
UL9	S87°40'51"W	30.58
UL10	S87°40'51"W	51.80
UL11	S84°01'38"W	53.00
UL12	S84*01'38"W	30.60
UL13	S84°01'38"W	74.85
UL14	N84*56'36"W	37.97
UL15	N84*56'36"W	6.38
UL16	S89'39'29"E	16.27
UL17	S89'39'29"E	57.49
UL18	S89'39'29"E	57.36
UL19	S89'39'29"E	60.29
UL20	S84*35'18"W	35.00
UL21	S84*35'18"W	57.98
UL22	S84*35'18"W	43.69
UL23	N00°14'37"E	102.94
UL24	S01°08'14"W	89.53
UL25	N0513'53"E	96.80
UL26	S01°47'59"E	93.93
UL27	S04°29'26"E	88.92

	Condominium Curve Table						
Curve #	Arc Len.	Radius	Delta	Ch. Len.	Ch. Dir.	Tangent In	Tangent Out
C1	77.38'	717.00'	6 ° 11'00"	77.34	N86°10'01"E	N89°15'31"E	N83°04'31"E
C2	139.72'	1883.00'	4"15'05"	139.69'	N8512'03"E	N83°04'31"E	N87°19'36"E
С3	221.47'	1883.00'	6'44'20"	221.34'	S88'18'46"E	N88 ' 19'04"E	S84*56'36"E
C4	30.34	367.00'	4*44'11"	30.33'	S87°18'42"E	S84°56'36"E	S89°40'47"E

Easement Curve Table							
Curve #	Arc Len.	Radius	Delta	Ch. Len.	Ch. Dir.	Tangent In	Tangent Out
EC1	39.91'	1883.00'	1"12'52"	39.91'	S83°40'57"W	S84°17'23"W	S83°04'31"W
EC2	99.81'	1883.00'	3°02'13"	99.80'	S85°48'29"W	S87°19'36"W	S84°17'23"W
EC3	69.53	1883.00'	2*06'57"	69.53'	S89°22'33"W	N89*33'59"W	S88'19'04"W
EC4	78.05'	1883.00'	2°22'29"	78.04'	N88°22'44"W	N87°11'30"W	N89°33'59"W
EC5	73.89'	1883.00'	2"14'54"	73.89'	N86°04'03"W	N84°56'36"W	N87°11'30"W
EC6	84.50'	783.00'	6*11'00"	84.46'	N86°10'01"E	N89°15'31"E	N83 ° 04'31"E
EC7	379.96'	1817.00'	11'58'53"	379.27	N89°03'57"E	N83°04'31"E	S84*56'36"E
EC8	35.63'	433.00'	4*42'53"	35.62'	S87°18'03"E	S84*56'36"E	S89'39'29"E
	•	•	•			•	

	Unit Curve Table							
Curve #	Arc Len.	Radius	Delta	Ch. Len.	Ch. Dir.	Tangent In	Tangent Out	
UC11	29.00'	783.00'	2*07'18"	28.99'	N88"11'52"E	N89*15'31"E	N87*08'13"E	
UC12	30.92	783.00'	2"15'46"	30.92'	N86°00'20"E	N87'08'13"E	N84 ' 52'27"E	
UC13	24.58'	783.00'	1*47'56"	24.58'	N83°58'29"E	N84°52'27"E	N83°04'31"E	
UC14	10.34	1817.00'	01933	10.34	N83°14'18"E	N83°04'31"E	N83°24'04"E	
UC15	51.72'	1817.00'	1*37'52"	51.72'	N84°13'00"E	N83°24'04"E	N85°01'56"E	
UC16	30.92	1817.00'	0*58'30"	30.92'	N85°31'11"E	N85°01'56"E	N86°00'26"E	
UC17	54.37	1817.00'	1*42'52"	54.36'	N86*51'51"E	N86°00'26"E	N87°43'17"E	
UC18	62.92'	1817.00'	1*59'03"	62.92'	N88'42'49"E	N87°43'17"E	N89*42'20"E	
UC19	71.09'	1817.00'	2*14'30"	71.08'	S89*10'25"E	N89*42'20"E	S88°03'10"E	
UC20	57.01'	1817.00'	1*47'52"	57.01	S87'09'14"E	S88'03'10"E	S86°15'18"E	
UC21	30.93'	1817.00'	0*58'31"	30.93'	S85*46'03"E	S86°15'18"E	S85°16'47"E	
UC22	10.66'	1817.00'	0°20'11"	10.66'	S85°06'42"E	S85°16'47"E	S84°56'37"E	

Building No.	Unit #	Unit Area
1	101	5,787 Sq. Ft.
1	102	5,755 Sq. Ft.
2	201	6,082 Sq. Ft.
2	202	5,632 Sq. Ft.
3	301	4,655 Sq. Ft.
3	302	2,882 Sq. Ft.
3	303	5,579 Sq. Ft.
4	401	6,481 Sq. Ft.
4	402	5,818 Sq. Ft.
5	501	4,906 Sq. Ft.
5	502	2,842 Sq. Ft.
5	503	4,689 Sq. Ft.
6	601	4,597 Sq. Ft.
6	602	2,730 Sq. Ft.
6	603	6,688 Sq. Ft.

Unit Area Table



SURVEY LEGEND

PUBLIC LAND CORNER AS NOTED

FOUND 1 1/4" Ø IRON ROD

FOUND 3/4" Ø IRON ROD

CERTIFICATE OF REGISTER OF DEED	CERTIFICATE	0F	REGISTER	0F	DEEDS
---------------------------------	--------------------	----	----------	----	-------

Received for recording this ___ day of ___, 2022, at __ o'clock ____.M. and

recorded in

____ of Condominium Volume ___

Plats on Pages ______, as Document

Number _____

Brent Bailey, Sauk County Register of Deeds

SURVEYED FOR:

Mr. Maxwell Dvorak E9290 Hogsback Road Baraboo, WI 53913 (608) 345-1905 truemusicmax@gmail.com

Drafted by: mlon Checked by: sdis
Date: 11-9-2022 Sheet 7 of 7

CITY OF BARABOO APPROVAL CERTIFICATE
There are no objections to this condominium with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this ____ day of_____

City of Baraboo Planning and Commission



APPENDIX F

DECLARATION OF CONDOMINIUM

OF

BARABOO BLUFFS CONDOMINIUM

DECLARATION OF CONDOMINIUM OF BARABOO BLUFFS CONDOMINIUM

TABLE OF CONTENTS

ARTICLE 1	SUBMISSION TO ACT	1
ARTICLE 2	2 NAME, ADDRESS	1
ARTICLE 3	B LEGAL DESCRIPTION	1
ARTICLE 4	4 DEFINITION AND DESCRIPTIONS	1
4.1	"Association"	1
4.2	"Association Instruments"	1
4.3	"Common Elements"	1
4.4	"Condominium Instruments"	2
4.5	"Condominium Building"	
4.6	"Condominium Plat" or "Plat"	2
4.7	"Declarant"	
4.8	"Limited Common Elements"	2
4.9	"Manager"	2
4.10	"Unit"	2
4.11	"Unit Owner" or "Owner"	4
ARTICLE :	5 APPURTENANT INTERESTS; OBLIGATIONS	4
5.1	Common Expenses	4
5.2	Budget	4
5.3	Assessments	4
5.4	Statutory Reserve Account.	5
5.5	Liability of Owners; Lien Rights of Association	5
5.6	Responsibility of Transferees for Unpaid Assessments	6
5.7	Assessments Until Turnover of Control; Declarant Liability	6
5.8	Initial Working Capital Fund.	6
5.9	Responsibility for Common Elements	6
5.10	Access Restrictions to Certain Common Elements.	7
5.11	Rules and Regulations	7
5.12	Voting	7
5.13	Suspension of Voting Rights.	7
5.14	Association Board of Directors	7
5.15	Repairs and Maintenance of Units	7
5.16	Separate Real Estate Taxes.	8
5.17	Separate Mortgages of Units	8
5.18	Form of Purchase Contracts	8
5.19	Notice to the Association of the Sale or Other Conveyance of a Unit	8
5.20		
ARTICLE (5 UTILITIES	8
ARTICLE '	7 USES 9	
7.1	Use of Units	9
7.2	Pets	9

7.3	Use of Common Elements.	9
7.4	Waste	10
7.5	Restrictions on Antennas and Structures.	10
7.6	Encroachments	10
7.7	Prohibited Practices.	
7.8	Compliance with Insurance Policies.	10
ARTICLE 8 S	ERVICE OF PROCESS	
ARTICLE 9 R	REPAIR, RECONSTRUCTION, CONDEMNATION	11
9.1	Property and Casualty Insurance.	11
9.2	Liability Insurance.	11
9.3	Fidelity Insurance	12
9.4	Other Insurance.	12
9.5	Actions in the Event of a Casualty Loss.	12
9.6	Cost of Insurance.	12
9.7	Insurance Obtained by Unit Owners	12
9.8	Waiver of Subrogation.	13
9.9	Condemnation Proceedings.	13
ARTICLE 10	LEASING UNITS	
ARTICLE 11	ALTERATIONS TO UNITS	13
11.1	Approvals Required for any Alteration	13
11.2	Restriction on the Alteration of Boundaries Between Units	
11.3	Addendum to Plat.	14
ARTICLE 12	REMEDIES	14
12.1	No Limitation on Association Remedies.	14
12.2	Governing Documents.	14
12.3	Cost of Enforcement.	14
12.4	No Waiver of Remedies.	15
12.5	Rights of Unit Owners.	15
ARTICLE 13	SIGNATURE ON CERTIFICATES	15
ARTICLE 14	CONDOMINIUM ACT	15
ARTICLE 15	DECLARANT CONTROL	15
15.1	Owners' Right to Elect Board Members During Control by Declarant	15
15.2	Turnover of Control.	
15.3	Rights Reserved by the Declarant.	16
15.4	No Impairment of Declarant's Rights	
ARTICLE 16	AMENDMENTS	
16.1	Amendments.	16
16.2	Amendments by Declarant	17
16.3	Other Requirements for Mortgagee Approval.	17
ARTICLE 17	RIGHTS OF MORTGAGEES	
17.1	Notices to Mortgagees.	17
17.2	Financial Statements.	
ARTICLE 18	RIGHT OF ENTRY	18
ARTICLE 19	CONSTRUCTION AND EFFECT	18
19.1	Construction and Effect.	
19.2	Headings and Captions.	

170 of 214

19.3	Assignment by Declarant.	18
19.4	Severability.	19
19.5	Acceptance of Rights Reserved by Declarant	19
ARTICLE 20	RIGHT TO EXPAND	19
20.1	Reservation of Right to Expand the Condominium	19
20.2	Adjustment of Percentage Interests.	19
20.3	Maximum Number and Type of Expansion Units	19
20.4	Effective Time of Expansion.	20
20.5	Interest of Mortgagee After Expansion	20

DECLARATION OF CONDOMINIUM OF BARABOO BLUFFS CONDOMINIUM

ARTICLE 1 SUBMISSION TO ACT

The undersigned Declarant (the "**Declarant**"), being the sole owner of the property described herein, by the recording of this instrument subjects the described property to the provisions of Chapter 703 of the Wisconsin Statutes, the Wisconsin Condominium Ownership Act (the "**Act**").

ARTICLE 2 NAME, ADDRESS

The name of the Condominium is "Baraboo Bluffs Condominium." Its address is _____ Louis Lane, Baraboo, Wisconsin.

ARTICLE 3 LEGAL DESCRIPTION

The legal description of the property on which the Condominium is located and which Declarant hereby subjects to the provisions of the Act and this Declaration is set forth on **Exhibit A** which is attached hereto and made a part hereof.

ARTICLE 4 DEFINITION AND DESCRIPTIONS

In this Declaration the following words are defined as set forth below:

- 4.1 "Association" is the Baraboo Bluffs Condominium Association, Inc., a nonstock Wisconsin corporation. All Unit Owners are members of the Association and subject to its Articles of Incorporation, Bylaws, resolutions, and rules and regulations (the "Rules and Regulations") adopted by the Association for the use and management of the Condominium. By becoming members of the Association, Unit Owners assign the management of the Common Elements of the Condominium to the Association. Subject to the reservation of rights to Declarant, the policies of the Association are established by a Board of Directors elected by its members (the "Board") which shall consist of not less than three (3) and not more than five (5) persons. The Association shall act as trustee for the Unit Owners in any proceedings involving any settlements or agreements related to injury, destruction or taking of Condominium property.
- 4.2 "Association Instruments" are the Association's Articles of Incorporation, Bylaws and Rules and Regulations, as adopted and amended from time to time.
- 4.3 "Common Elements" are all those portions of the Condominium which are not included in the definitions of Unit. Specifically included as Common Elements are private streets, clubhouse, playground, paths, and pickleball court depicted on the Condominium Plat.

Except as provided herein or in the Rules and Regulations, the Common Elements are available for the use and enjoyment of Unit Owners, their families and those persons authorized or invited to take advantage of them under this Declaration or the Bylaws or in connection with the authorized use of a Unit. None of the real estate which is part of the Common Elements may be abandoned, subdivided, encumbered, sold or transferred except by amendment of this Declaration.

- 4.4 "*Condominium Instruments*" are this Declaration and all exhibits attached thereto, the Condominium Plat, all as may be amended from time to time as herein provided.
- 4.5 "*Condominium Building*" means a building located within the Condominium that consists of Units.
- 4.6 "Condominium Plat" or "Plat" is the Condominium Plat of the Baraboo Bluffs Condominium, a copy of which is attached to this Declaration as **Exhibit B**.
- 4.7 "*Declarant*" is KMD Development, LLC, a Wisconsin limited liability company, its successors or assigns. Declarant may assign or delegate some or all of its rights and responsibilities in connection with the Condominium by recording an instrument with the Register of Deeds for Sauk County, Wisconsin.
- 4.8 "Limited Common Elements" are those Common Elements reserved for the exclusive use and enjoyment of the owners of one or more but not all Units, their families and persons authorized or invited to use them by Unit Owners. Limited Common Elements and the Unit or Units to which their use is reserved are identified on the Plat. Limited Common Elements reserved to individual Units include:
- (a) Any concrete stoop located in front of the main (ground floor) entrance to each Unit.
 - (b) The driveway to each Unit.
- (c) Any yard adjacent to a Unit that is identified on the Plat as a Limited Common Element.
- (d) Any patio or deck (including any stairs used to access the deck) located next to each Unit.
- 4.9 "*Manager*" refers to the property management firm, if any, then currently retained by the Association to manage the Condominium under the direction of the Board.
- 4.10 "*Unit*" is that part of the Condominium designed and intended for the exclusive independent use of its owner and those persons authorized or invited to use it by its owner.
 - (a) The boundaries of each Unit are as follows:

- (i) <u>Upper Boundary</u>. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.
- (ii) <u>Lower Boundary</u>. The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit consisting of the garage and basement extended to an intersection with the perimetrical boundaries.
- (iii) <u>Perimetrical Boundary</u>. The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.
- (b) Each Unit includes all finished surfaces, including paint, wallpaper, carpeting or other flooring, and all original equipment of the Unit, including by way of illustration and not limitation, cabinets, appliances and the like;
- (c) Each Unit includes the following items serving the particular Unit, although they may be outside the defined boundaries of the Unit:
- (i) all interior doors and windows (if any), their casements, and all their opening, closing and locking mechanisms and hardware;
- (ii) all wall and ceiling mounted electrical fixtures and recessed junction boxes serving them;
- (iii) all floor, wall, baseboard or ceiling electrical outlets and switches and the junction boxes serving them;
- (iv) the cable/satellite television and telephone connections to the Unit and the junction box(s) serving it;
- (v) all plumbing fixtures and the piping, valves and other connecting and controlling materials or devices lying between the fixtures and the main water or sewage lines serving the Unit;
- (vi) the separate gas forced air heating system and the separate air conditioning system (including the condenser and compressor), which serve the Unit; and
- (vii) any fireplace system serving the Unit including all transmitting, connecting and controlling equipment, materials or devices which are a part of said system.
- (d) Not included as a part of the Unit are all structural components of the Condominium Building, including structural components which are located between the basement and main floor level of the Unit and which are between the main and second floor levels of the Unit. The Unit does not include any exterior doors or windows, or their exterior casements. Any portions of the mechanical, electrical and plumbing systems of the Condominium Building, not specifically included in the Unit under Section 4.10(a)-(c), above, which lie within the boundaries of the Unit are not part of the Unit. No Unit Owner shall own as

part of the Owner's Unit any pipes, wires, conduits, public utility lines or other structural components running through the Owner's Unit and serving more than the Owner's Unit, whether or not such items are located in the floors, ceilings, perimeter or interior walls of the Unit.

- (e) Units are identified by number and located on the Plat. This description includes the interests appertaining to the Unit in the Common Elements and Limited Common Elements and the rights and obligations of Unit Owners created under this Declaration and other documents related to the Condominium.
- 4.11 "*Unit Owner*" or "*Owner*" is that individual, entity or combination of individuals and/or entities, which hold legal title to a Unit or equitable ownership of a Unit as a land contract vendee. The term is used herein in the singular although the ownership interest in a particular Unit may be held by more than one individual or entity.

ARTICLE 5 APPURTENANT INTERESTS; OBLIGATIONS

- 5.1 <u>Common Expenses</u>. Each Unit Owner shall be liable for the share of the Common Expenses of the Condominium assessed by the Association against such Owner's Unit. "*Common Expenses*" shall include, by way of illustration and not limitation, assessments, both general and special, levied against this Condominium by the Association pursuant to the Condominium Instruments; expenses incurred by the Association for insurance, repairs, maintenance, replacement, management services, landscaping, amenity maintenance and servicing; reserves; capital improvements; acquisition of property necessary to the conduct of Association affairs; office supplies; costs owed under other recorded easements and restrictions; and such other reasonable and necessary expenses as determined by the Association's Board from time to time. No Unit Owner may except himself/herself from liability for contribution to the Common Expenses by waiver of use and enjoyment of any of the Common Elements or by abandonment of his/her Unit.
- 5.2 <u>Budget</u>. The Association shall annually adopt a budget of Common Expenses and levy General Assessments therefor against the Units in the manner described in Section 5.3(a) below, and subject to the further provisions and procedures that may be established in the Bylaws from time to time. The budget may include the funding of one or more replacement reserves for Common Elements and, as may be provided for more specifically in the Bylaws from time to time, shall generally set forth the following: (a) all anticipated Common Expenses related to the Common Elements and to any other funds for future expenditures, (b) the amount and purpose of any other anticipated Association expenditure, (c) any common surpluses, (d) the amount and source of any income, other than assessments from Unit Owners, and (e) the estimated aggregate amount of any Assessment to be levied against Owners and the purpose of the Assessment.

5.3 Assessments.

(a) <u>General Assessments</u>. The Association shall annually levy general assessments (the "*General Assessments*") against the Units for the purpose of maintaining a fund from which Common Expenses may be paid. Common Expenses shall be allocated and assessed

on an annual basis among the Units, in accordance with their Percentage Interests. General Assessments shall be paid in twelve equal installments in advance on the first day of each month, or at such other time and in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid as determined by the Association, or as otherwise set forth in the Bylaws that may be adopted from time to time, and, together with interest, collection costs, and reasonable attorneys, fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Act.

- (b) <u>Special Assessments</u>. The Association may, whenever necessary or appropriate, levy special assessments (the "*Special Assessments*") as follows:
- (i) against the Units for deficiencies in the case of destruction or condemnation as set forth in Article 9, in which case the Special Assessments shall be levied against the Units in accordance with their respective Percentage Interests; or
- (ii) against any Unit or Units for defraying the cost of improvements to the Common Elements, in which case the Special Assessments shall be levied against the Units in accordance with their respective Percentage Interests, or
- (iii) against any Unit to cure any violation by the Unit Owner under Section 5.15, in which case the Special Assessment shall be levied solely against such Unit; or
- (iv) against any Units for the purpose of covering any unbudgeted expense, for funding any operating deficit, or for repairing or replacing any Limited Common Element, in which case the Special Assessments shall be levied against the Units in accordance with their respective Percentage Interests, or such other applicable formulas, provisions and procedures determined by the Association and set forth in the Bylaws that may be adopted from time to time.
- 5.4 <u>Statutory Reserve Account</u>. In no event shall any reserve account established by the Association be deemed to be a statutory reserve account pursuant to Section 703.163 of the Act. The Declarant hereby elects not to establish a statutory reserve account at this time under the provisions of Section 703.163 of the Act.
- 5.5 <u>Liability of Owners; Lien Rights of Association</u>. A Unit Owner shall be liable for General Assessments and Special Assessments (collectively "Assessments") assessed against its Unit and for interest on delinquent Assessments, and costs of collection (including reasonable attorneys' fees), as such interest and costs of collection may be imposed by the Association and/or set forth in the Bylaws to be adopted from time to time. If a Unit is owned by more than one Owner, such liability shall be joint and several. This liability shall not terminate upon the voluntary or involuntary transfer of the Unit. The assessment of Assessments, together with such interest as the Association may impose for delinquencies and costs of collection (including reasonable attorneys' fees and expenses), shall constitute a lien on the Unit against which the Assessment has been made as provided in this Article 5 and as may be provided in the Bylaws adopted from time to time. Attachment, filing/recording, effectiveness, priority and enforcement of the lien shall be governed by the Act, including without limitation the provisions of Section

703.165 of the Act, pursuant to which such liens are subordinate to all sums unpaid on a first mortgage recorded prior to the making of the Assessment and such other liens described in Section 703.165(5) of the Act. When a Unit Owner fails to pay Assessments when due, the Association may bring an action at law against the Owner personally or foreclose the lien against the Unit in like manner as a mortgage of real estate, provided any Mortgagee of the Unit is first provided the notice set forth in Article 17 below.

- 5.6 Responsibility of Transferees for Unpaid Assessments. In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid Assessments against the Unit up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. Any Unit Owner or prospective Unit Owner shall be entitled to a statement from the Association setting forth the amount of the unpaid Assessments against the transferor and due to the Association, and such transferee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid Assessments made by the Association against the transferor in excess of the amount therein set forth. The Association shall have the right to charge a reasonable fee for such statements.
- Section 703.16(2)(b) of the Act, until Turnover of Control occurs as provided in Section 15.2 herein, Units owned by Declarant shall be exempt from assessment for Common Expenses until the total amount assessed against Units that are not exempt from General Assessments exceed the amount that equals the nonexempt Units' budgeted share of Common Expenses, based on the anticipated Common Expenses set forth in the annual budget. Until the last day of the month during which there is Turnover of Control, the Declarant shall be responsible for and pay the actual Common Expenses in excess of the General Assessments payable by nonexempt Unit Owners under this formula. After Turnover of Control, the Declarant shall pay its percentage share of General Assessments in the same manner as other Unit Owners but only as to those Units which are substantially completed and with regard to which an occupancy permit has been issued. The Declarant's liability for General Assessments as provided above shall be effective on the first day of the month after the month during which there is Turnover of Control.
- 5.8 <u>Initial Working Capital Fund</u>. Each purchaser of a Unit from Declarant shall, at the time of conveyance, pay to the Association an amount equal to two (2) months' installments of the General Assessment provided for in this Article 5, or such greater amount as designated by the Board. Amounts paid under this section shall not be considered advance payments of installments of general assessments, but shall be maintained as working capital and kept in a segregated account.
- 5.9 <u>Responsibility for Common Elements</u>. Except as specifically provided herein, the Association shall be responsible for the repair, maintenance, replacement and appearance of the Common Elements, including, without limitation, responsibility for breakage, damage, malfunction or ordinary wear and tear, obsolescence, landscaping, gardening, snow removal, painting, cleaning and decorating. The cost of such repair, maintenance and replacement shall be Common Expenses, and shall be allocated to all of the Units pursuant to Sections 5.2 and 5.3. The Association shall have a reasonable right of entry to all parts of the Condominium, including the right to enter Units, to perform its functions hereunder.

- 5.10 Access Restrictions to Certain Common Elements. For safety and other reasons in furtherance of the best interests of the Condominium and the Unit Owners, the Board shall have the right to restrict or limit access to certain areas included within the Common Elements such as electrical or mechanical rooms.
- 5.11 <u>Rules and Regulations</u>. The Association may, by action of the Board taken in accordance with the Bylaws, adopt such reasonable Association Rules and Regulations as it may deem advisable for the maintenance, conservation and beautification of the Condominium, and for the health, comfort, safety and general welfare of the Unit Owners and the furtherance of the rights and duties of the Unit Owners, the Association and the Declarant hereunder. Written notice of such Rules and Regulations shall be given to all Unit Owners, and the Condominium shall at all times be maintained, used, occupied and enjoyed subject to such Rules and Regulations.
- 5.12 <u>Voting</u>. Each Unit is entitled to one (1) vote in the Association, subject to suspension as provided in the Bylaws. This vote is indivisible and may be cast by the Unit Owner or by proxy as permitted in the Bylaws. Further, the provisions of this section are subject to the provisions of Article 15 hereafter, pertaining to the Declarant's initial rights to exercise control of the Association until Turnover of Control in accordance with Section 15.2.
- 5.13 <u>Suspension of Voting Rights</u>. An Owner of a Unit against which the Association has recorded a condominium lien (as authorized by this Declaration and the Act) shall not be permitted to vote with regard to the affairs of the Association (and such Unit shall be disregarded for purposes of the vote taken) unless and until the Owner has paid the Association all amounts required of the Owner as a condition to the Association's duty to release the lien. The forgoing suspension of voting rights shall not apply to a Mortgagee who has acquired title to a Unit by a deed in lieu of foreclosure or similar voluntary conveyance by an Owner to a Mortgagee.
- 5.14 <u>Association Board of Directors</u>. The affairs of the Association shall be governed by the Board. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Board. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board. For purposes of calculating the percentages set forth in Section 15.1 and this Section 5.14, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the maximum number of Units permitted under Section 20.3.
- 5.15 Repairs and Maintenance of Units. Each Unit Owner is responsible for the decoration, furnishing, housekeeping, repair and maintenance of the Owner's Unit (including, but not limited to, all items described in the definition of "Unit" in Article 4) and the general cleanliness and presentability of the Limited Common Elements, the exclusive use of which is reserved to the Unit. No Unit Owner may alter the appearance or design of the exterior of a Condominium Building, nor may any Unit Owner use a Unit, the Limited Common Elements

reserved to it, or the Common Elements, in any manner which adversely affects the exterior appearance of a Condominium Building.

- 5.16 <u>Separate Real Estate Taxes</u>. It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for the Owner's Unit and the Owner's corresponding Percentage Interest in the Common Elements, as provided in the Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the Condominium as a whole, then each Unit Owner shall pay his/her proportionate share thereof, with the allocation of such taxes to be based upon each Unit's Percentage Interest and/or such other factors as is determined by the Board in its reasonable discretion.
- 5.17 <u>Separate Mortgages of Units</u>. Each Unit Owner shall have the right to mortgage or encumber the Owner's Unit, together with the Owner's Percentage Interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property on which the Condominium is located, any Condominium Building, or any part thereof, except the Owner's own Unit the Owner's Percentage Interest in the Common Elements.
- 5.18 <u>Form of Purchase Contracts</u>. The sale of any Unit in the Condominium shall be evidenced by a written purchase contract between the buyer and the seller. The form of each such purchase contract shall be the State of Wisconsin approved Condominium Offer to Purchase, including any addenda thereto; as such form may be amended from time to time.
- 5.19 Notice to the Association of the Sale or Other Conveyance of a Unit. At least fifteen (15) days prior to the conveyance of any Unit by a Unit Owner to any other party, the Unit Owner must provide the Association with written notice of the proposed conveyance, which notice shall include the name(s) of the party to whom the Unit will be conveyed, as well as any other information requested by the Association or required by the Rules and Regulations of the Association.
- 5.20 <u>Books and Records</u>. The Association shall maintain current copies of the Condominium Instruments, the Association Instruments, as well as its books, records and financial statements, all of which shall be available for inspection during normal business hours by Unit Owners or by holders, insurers and guarantors of first mortgages secured by Units.

ARTICLE 6 UTILITIES

Each Unit is separately metered for water, electricity and for natural gas, and the Unit Owner will be billed directly for such services by the applicable utility company. Each Unit has connections for telephone, cable television and satellite television services. Any Unit Owner desiring any such services shall contract directly with the telephone company, the cable television provider and/or the satellite television provider for such services, and shall pay the provider(s) directly for such services. Each Unit also has its own water softener and water heater. All utilities serving Common Elements shall be assessed against all of the Units of the Condominium as Common Expenses, pursuant to Article 5 of this Declaration.

ARTICLE 7 USES

- 7.1 <u>Use of Units</u>. Units and Common Elements of the Condominium are intended to be used for, and shall be used for residential purposes. However, a portion of any Unit may be used for home office or home business purposes (a "Business Use"), provided that any such Business Use complies with all applicable zoning laws and regulations as well as the Rules and Regulations adopted by the Association from time to time. No Business Use of a Unit may involve any employees or other persons, besides the Unit Owners and occupants of the Unit. No Business Use of a Unit may materially increase the vehicular or pedestrian traffic in or around the Condominium. No Owner may display any signage on a Unit or Limited Common Elements advertising the Business Use. Any use of a Unit or use of the Common Elements: (a) may not unreasonably interfere with the use and enjoyment of the Common Elements and Units by other Unit Owners; (b) may not cause any increase in the rate of any insurance covering the Condominium; (c) must comply with all applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Condominium; and (d) must comply with the Rules and Regulations promulgated by the Association from time to time.
- Pets. Only "Household Pets" may be kept at the Condominium by the Owner or 7.2 occupant of any individual Unit. The term Household Pets shall include only dogs, cats, fish and birds. The number of Household Pets shall be established by the Board in the Rules and Regulations. The restriction on the number of Household Pets does not apply to fish. No other animals shall be permitted within the Condominium, except for animals assisting disabled persons, and no animals may be kept, bred or used for any commercial purposes. All permitted Household Pets shall be housed within the Unit and, if allowed anywhere on the Common Elements, shall be kept on a leash at all times. Household Pets may be kept in the Condominium only in accordance with this Declaration and the Rules and Regulations established by the Board from time to time. The right to keep a Household Pet in the Condominium shall be deemed a revocable license which may be revoked at any time if, in the judgment of the Board, any such pet is or becomes offensive, a nuisance or harmful in any way to the Condominium or those occupying or owning a Unit therein. All Household Pets that are dogs or cats must be registered with the Association, and the Association may charge a fee to cover its administrative costs and may also charge a Unit Owner in violation of this Declaration or the Rules and Regulations for its actual costs, including attorneys' fees, for enforcing the provisions in this Section 7.2 or the Rules and Regulations.
- 7.3 <u>Use of Common Elements</u>. No Unit Owner shall cause or permit the Common Elements, except the Limited Common Elements, to be so used as to deny to other Unit Owners the full use of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements, excepting Limited Common Elements. Walks and drives, outdoor parking areas and all other indoor and outdoor Common Elements shall be kept clean and orderly. Junked, inoperative or unlicensed vehicles and vehicles such as trailers, vans, trucks, oversized pickup trucks, campers, camping trucks, house trailers, boats, boat trailers, snowmobiles, all-terrain vehicles, other recreational vehicles or the like, shall not be stored, parked or placed anywhere on the Condominium except as specifically set forth in this Declaration, or as may be specifically authorized by the Board. No vehicle shall occupy, park upon or otherwise block the access to or exit from any Condominium Building or Unit or any approach thereto. No

maintenance or lubrication of any vehicle shall be permitted anywhere on the Condominium. At all times, the use of the Common Elements shall be subject to the Rules and Regulations adopted by the Association from time to time.

- 7.4 <u>Waste</u>. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited. Each Unit Owner is responsible for taking all garbage and recyclables generated by their Unit to the curb for pickup by the City of Baraboo. All occupants of Units shall comply with the Rules and Regulations promulgated by the Association from time to time, as well as any mandatory recycling requirements of the City of Baraboo, Sauk County, Wisconsin or any other applicable regulations, with regard to the separation and recycling of waste. No burning of waste shall be permitted anywhere in the Condominium, including the use of incinerators or open fires.
- 7.5 Restrictions on Antennas and Structures. No antennas, aerials or satellite dishes for television or any other purpose shall be erected on any roof or any other portion of the Condominium, except any community antennas, cable receivers and satellite dishes erected by Declarant or the Association, or any individual antennas erected or installed with the prior written consent of the Board. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of the Condominium, nor shall any clothes hangers or clothesline or similar apparatus of any type be placed or maintained on any Common Element, including the Limited Common Elements, and may only be placed within a Unit if they are not visible from the outside.
- 7.6 <u>Encroachments</u>. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for the encroachment and for the maintenance of the same shall exist for so long as it stands.
- 7.7 <u>Prohibited Practices</u>. No use or practice shall be allowed on the Condominium which: (a) is a nuisance; (b) is immoral or improper or offensive in the opinion of the Board; (c) requires any alteration of or addition to any Common Elements; (d) is in violation of the Bylaws of the Association; (e) is in violation of any Rules and Regulations adopted by the Association from time to time; or (f) violates any applicable law, ordinance or governmental rule or regulation.
- Compliance with Insurance Policies. No Unit Owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board (the "Association Policies"), or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such Association Policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit Owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c) as a result of the failure of any such Unit Owner or occupant to comply with any of the other terms and provisions of this Declaration, the

Bylaws, the resolutions, or Rules or Regulations of the Association, then the Unit Owner of that particular Unit shall reimburse the Association and such other Unit Owners, respectively, for the resulting additional premiums which shall be payable by the Association or such other Unit Owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the Bylaws.

ARTICLE 8 SERVICE OF PROCESS

Service of Process on the Condominium or the Association may be received by the
registered agent of the Association, Maxwell K. Dvorak, located at
, Wisconsin, A successor for this purpose may be named by the
Board and is effective when the name of the successor is filed with the Department of Financial
Institutions of the State of Wisconsin

ARTICLE 9 REPAIR, RECONSTRUCTION, CONDEMNATION

- Property and Casualty Insurance. Subject to the discretion of the Board as 9.1 provided herein, the Association shall maintain multi-peril property and casualty insurance at fully insurable value based on replacement cost on the Condominium Buildings, including Common Elements, Limited Common Elements, and Units (but excluding any personal property contained in any Unit). The insurance policy shall have a deductible of no more than the lesser of \$10,000 or 1% of the policy face amounts and shall contain a "condominium replacement cost" endorsement and such other endorsements as may be determined by the Board. Such policy or policies shall include fire and extended coverage and all other types of coverage commonly maintained on condominium projects of a similar nature and type. The Association shall hold this insurance in its name for the use and benefit of the Unit Owners and of the mortgagees of Units, and their successors and assigns, as their interests may appear. All policies and their endorsements shall be deposited with the Association. The amounts of such property and casualty insurance shall be reviewed by the Board, and adjusted annually, if necessary, to reflect changes in the replacement value of the property being insured and after due consideration of such other matter as the Board deems appropriate in its reasonable discretion. Unit Owners may request the Association to obtain on their behalf, and at their cost, additional insurance coverage with regard to their Unit. All property and casualty insurance coverage shall be written in the name of, losses covered thereby shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustees for each of the Unit Owners in accordance with their respective Percentage Interests. The proceeds of the insurance shall be applied and distributed by the Board for the repair, replacement and reconstruction of the Condominium unless such repair, replacement and reconstruction is not authorized pursuant to Section 9.5 hereof, in which case the proceeds of the insurance shall be paid over to the Association and thereafter distributed as provided in Section 9.5.
- 9.2 <u>Liability Insurance</u>. The Association shall obtain and maintain comprehensive public liability insurance with limits not less than \$1,000,000 per occurrence for personal injury or property damage, with a \$2,000,000 aggregate limit, and with additional umbrella coverage of

at least \$2,000,000. The limits of such liability insurance shall be reviewed by the Board, and adjusted annually, if deemed necessary by the Board. Such liability insurance shall name as insureds the Declarant, Unit Owners, the Association and its Board, and the officers of the Association and other persons as deemed appropriate by the Board.

- 9.3 Fidelity Insurance. To the extent available upon reasonable terms, the Association shall maintain fidelity coverage against dishonest acts by any person, paid or volunteer, responsible for handling the funds belonging to or administered by the Association. Alternatively, the Association may require such persons to obtain fidelity insurance or to provide the Association with a fidelity bond at such person's expense or the Association's expense, as the Board may determine. The Association is to be a named insured or obligee under such coverage/bond, and the amount of such coverage/bond shall not be less than the greater of: (i) three (3) months' assessments on all Units, plus all reserves held by the Association; or (ii) 100% of the estimated maximum amount of funds, including reserves, in the custody of the Association at any time. In the event that all such funds are handled by a Manager, then the Association may rely on the fidelity coverage maintained by the Manager, if it is determined that such coverage is adequate.
- 9.4 <u>Other Insurance</u>. The Association may maintain such other insurance as the Board deems appropriate.
- 9.5 Actions in the Event of a Casualty Loss. In the event of damage to the Common Elements and/or Units of the Condominium, the Association shall: (a) if insured in an amount adequate to repair or reconstruct the damaged Common Elements, proceed with the repair or reconstruction of the Common Elements and Units to a condition as nearly like their condition prior to damage as possible and compatible with the remainder of the Condominium; and (b) if not insured in an adequate amount, proceed with such repairs or reconstruction assessing the excess as Common Expenses against the Unit Owners payable in accordance with the Bylaws of the Association, unless by vote or consents sufficient under Section 16.1 hereof to amend this Declaration, it is agreed to remove the property from the provisions of the Act, partition and sell it, in which event the insurance and sale proceeds will be distributed in relation to the several Unit Owner's Percentage Interests in the Common Elements as established in this Declaration, subject to the rights and priorities of mortgagees and other lien holders, and subject to any requirements of the Act.
- 9.6 <u>Cost of Insurance</u>. Except with regard to any additional insurance coverage requested by a Unit Owner, as described in Section 9.1 above, the cost for all insurance purchased by the Association shall be a Common Expense.
- 9.7 <u>Insurance Obtained by Unit Owners</u>. Maintenance of the Association policies by the Association does not relieve nor prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or on risks not insured by it. The insurance coverage obtained by the Association excludes (i) any coverage on any personal property located within or appertaining to the exclusive use of a Unit or Limited Common Element, including but not limited to, appliances, drapes, carpeting furniture, personal belongings and wall coverings, and (ii) any liability coverage on a Unit Owner, his, her or their guests, invitees, employees or any other occupants of such Unit, arising out of any and all

occurrences and happenings within a Unit, Limited Common Element or Common Element, and/or relating in any way whatsoever to any personal property of a Unit Owner. It is the sole responsibility of each Unit Owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Association.

- 9.8 <u>Waiver of Subrogation</u>. The Association and each Unit Owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Association, however, caused, including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.
- 9.9 <u>Condemnation Proceedings</u>. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award or proceeds of settlement for a taking of part or all of the Common Elements shall be payable to the Association for the use and benefit of all Unit Owners and their mortgagees as their interests may appear. The procedure for dealing with the total or partial condemnation of the Condominium shall be that set forth in Section 703.19 of the Act, as the same may be amended from time to time.

ARTICLE 10 LEASING UNITS

No Unit Owner, including the Declarant may lease a Unit. This provision is not intended to prohibit Unit Owners from having guests stay with them for limited and reasonable periods of time, subject to the Rules and Regulations of the Association. This Article 10 is enforceable by the Association by eviction, injunction and any other legal remedies.

ARTICLE 11 ALTERATIONS TO UNITS

11.1 Approvals Required for any Alteration. A Unit Owner may make improvements and alternations within a Unit, provided that the movement, alteration, removal or construction of any wall within the Unit, must first be approved in writing by the Board. Prior to starting any alteration of a Unit, the Unit Owner shall provide the Board with complete plans and specifications for the proposed alteration, and the Unit Owner shall provide the Board with any additional information requested by the Board with respect to evaluation of such a requested alteration. No alteration shall be permitted if, in the Board's sole discretion, any such alteration would result in damage or potential damage to the structural soundness of the Condominium Building. The Board may engage the services of an architect or other consultant to assist in its evaluation of any proposed alteration, and all costs incurred by the Board shall be paid by the Unit Owner proposing the alteration. Any such alterations to a Unit must be accomplished in accordance with all applicable laws, regulations and ordinances. Prior to any construction beginning, the Unit Owner must provide the Board with a copy of the building permit for the applicable alteration which has been issued by the City of Baraboo, Wisconsin. All expenses involved in such alterations, including expenses to the Association, which it may charge as a Special Assessment to the affected Unit, shall be borne by the Unit Owner involved in the alteration. No such alteration may interfere with the use and enjoyment by other Unit Owners or occupants of other Units or the Common Elements, reduce the value of any other Units or the Common Elements, or impair or restrict any easement or other right in and to the property. No alteration of a Unit may alter the exterior appearance of the Unit or the Condominium Building.

- 11.2 <u>Restriction on the Alteration of Boundaries Between Units</u>. The boundaries between any two adjacent Units may not be relocated (regardless of whether or not such relocation involves the removal, construction or reconstruction of any walls), except with the written consent of the Association's Board, which consent may be withheld in the Board's sole and absolute discretion. No permitted relocation of any boundaries between Units shall change or reallocate the Percentage Interests in the Common Elements or the votes in the Association. Any documents purporting to so alter the Percentage Interests or votes shall be void insofar as the alteration of Percentage Interests or votes is attempted therein.
- 11.3 Addendum to Plat. To the extent any such improvement or alteration which is approved by the Board changes the location of any boundary between Units, or makes any other change which requires the recording of an addendum to the Plat pursuant to the Act, then such change shall be evidenced by the recording of an addendum to the Plat, which shall be prepared at the direction of the Board, but at the expense of the applicable Unit Owner. No Unit Owner may separate or subdivide the Owner's Unit.

ARTICLE 12 REMEDIES

- 12.1 <u>No Limitation on Association Remedies</u>. The Association has all remedies available to it by law for the enforcement of the duties and obligations of Unit Owners, which may be exercised separately or in conjunction with one another. To the extent no damages can be accurately determined for the violation of these duties and obligations, liquidated damages as set forth in a resolution of the Board shall be charged for each violation, and such damages may be collected in the manner specified for the collection of assessments herein and in the Bylaws.
- 12.2 <u>Governing Documents</u>. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Bylaws and the Association, and the Rules and Regulations adopted pursuant thereto, and by such documents and regulations as they may be amended from time to time. Any default shall entitle the Association and Unit Owners to the relief described in this Article 12 or elsewhere, in this Declaration, in the Bylaws, in the resolutions, and in the Rules and Regulations of the Association, in addition to those remedies provided in the Act.
- 12.3 <u>Cost of Enforcement</u>. A Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by the Unit Owner's act, neglect, or carelessness or by that of any member of the Unit Owner's family, guests, employees, agents, or lessees, but only to the extent that such expense is not paid by the proceeds of insurance carried by the Association. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

- 12.4 <u>No Waiver of Remedies</u>. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Bylaws of the Association, any resolution of the Board, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.
- 12.5 <u>Rights of Unit Owners</u>. Any Unit Owner aggrieved by the actions of any other Unit Owner or of the Association with regard to the failure of another Unit Owner of the Association to comply with the Condominium Instruments or the Association Instruments shall have a right of action against such other Unit Owner or the Association, as the case may be, and shall have all remedies provided by law.

ARTICLE 13 SIGNATURE ON CERTIFICATES

All certificates and statements stating facts in regard to the Condominium or any of its Units, including statements of condominium lien, statements regarding unpaid assessments against any Unit or the then-current status of documents related to the Condominium, shall be signed on behalf of the Association by its president, secretary or another officer designated by the Board, or by the Manager.

ARTICLE 14 CONDOMINIUM ACT

The provisions of Chapter 703, Wisconsin Statutes, as the same may be amended and/or renumbered from time to time, are incorporated by reference into this Declaration.

ARTICLE 15 DECLARANT CONTROL

Owners' Right to Elect Board Members During Control by Declarant. Until the earliest of (i) ten (10) years from the date the first Unit is conveyed to any person other than Declarant; (ii) thirty (30) days after the conveyance of seventy-five percent (75%) of the Percentage Interests in the Common Elements to purchasers; or (iii) thirty (30) days after the Declarant's election to waive its right of control; Declarant, or its successors and assigns, acting alone shall have the right to appoint and reappoint the members of the Board, other than those elected pursuant to Section 5.14 and Section 15.2, and to amend the Bylaws and this Declaration. For purposes of calculating seventy-five percent (75%) of the Percentage Interests, and only for such purpose, all Units, including the additional 75 Units that the Declarant has the right to add to the Condominium pursuant to Article 20 (for a total of 90 Units), shall be counted, with each Unit's Percentage Interest being 1.111%. Pursuant to Section 5.14, prior to the conveyance of a Percentage Interest in twenty-five percent (25%) of the Common Elements to purchasers of Units, the Association shall hold a meeting of the Unit Owners other than the Declarant (the "Members"), at which meeting the Members shall elect one Board member; and at which time a member of the Board appointed by the Declarant shall resign from the Board so as to permit the election of a new Board member as herein provided. Such election shall be conducted in accordance with the provisions of the Bylaws.

- 15.2 <u>Turnover of Control</u>. Upon the earlier of (i) ten (10) years from the date the first Unit is conveyed to any person other than Declarant; (ii) the passage of thirty (30) days from the conveyance of Seventy-Five Percent (75%) of the Percentage Interests in the Common Elements by Declarant to purchasers; or (iii) thirty (30) days after the Declarant's election to waive its right of control; a special meeting of all Unit Owners (including Members and the Declarant) shall be called not later than thirty (30) days thereafter, at which time all of the Board members shall be elected by the Unit Owners in accordance with the provisions of the Bylaws. The effective time of the meeting described above shall be referred to as "*Turnover of Control*"
- 15.3 <u>Rights Reserved by the Declarant</u>. Pending the sale of all of the Units in the Condominium, Declarant, or its successors and assigns, acting alone:
- (a) may use the Common Elements and any unsold Units on the Condominium in any manner as may facilitate the sale of Units thereon, including, but not limited to, in connection therewith, maintaining a sales office or offices and models (regardless of whether all the non-model Units are sold), showing the Condominium or maintaining signs;
- (b) reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units and (ii) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it and (iii) grant such other easements as the Declarant may deem necessary, advantageous or appropriate for the development or operation of the Condominium; and
- (c) reserves the right to make minor alterations and changes to the Common Elements or any part thereof.
- 15.4 <u>No Impairment of Declarant's Rights</u>. No Unit Owner or the Association shall take any action, or fail or refuse to take any action, whether or not requested by the Declarant, which would in any manner impair, impede, limit, alter or prevent the sale by the Declarant of the Units or the rights reserved or granted to the Declarant under this Declaration, or make more costly or burdensome such sale of units or the exercise of such rights by Declarant hereunder.

ARTICLE 16 AMENDMENTS

Amendments. Subject to the rights of the Declarant and its successors and assigns as set out elsewhere in this Declaration, this Declaration may only be amended in a writing executed by the President or Vice President of the Association and attested by another officer, with the written consent of at least seventy-five percent (75%) of the Unit Owners. A Unit Owner's consent shall not be effective unless it is approved in writing by the first mortgagee of the Unit, or the holder of an equivalent security interest, owned by the Unit Owner. No amendment shall change the rights of Declarant as contained in this Declaration. Any amendment to this Declaration shall become effective when recorded in the office of the Register of Deeds for Sauk County, Wisconsin.

- 16.2 Amendments by Declarant. Notwithstanding Section 16.1 above, each Unit Owner and Mortgagee hereby makes, constitutes and appoints the Declarant, by its authorized agent, as their true and lawful attorney for them and in their name, place and stead, to execute, deliver and record amendments to this Declaration, provided such amendments are only intended to (a) correct errors or omissions or clarify ambiguities, (b) cause the Declaration to be in compliance with the Act, or (c) cause the Declaration to include provisions regarding Mortgagee rights which, in the reasonably exercised discretion of Declarant, will encourage lenders to make, purchase, insure or guarantee mortgages on Units. No amendment executed pursuant to this Section 16.2 may change the definition of a Unit, increase the number of Units (except with regard to expansion of the Condominium pursuant to Article 20), alter the boundaries of Common Elements or Limited Common Elements or increase the Assessments of Common Expenses otherwise provided for herein. The power of attorney hereby granted is coupled with an interest and shall survive the death or incompetence of a Unit Owner and the Turnover of Control.
- 16.3 Other Requirements for Mortgagee Approval. In addition to complying with Section 16.1 above, the written approval of the holders of the first mortgages on Units which have at least seventy-five percent (75%) of the votes of Units subject to first mortgages, shall be required to do any of the following:
 - (a) By act or omission seek to abandon or terminate the Condominium;
- (b) Except with regard to expansion of the Condominium pursuant to Article 20, change the Percentage Interest or obligations of any Unit in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards or determine the pro rata share of ownership of each Unit Owner in the Common Elements;
 - (c) Partition or subdivide any Unit.
- (d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements;
- (e) Use hazard insurance proceeds paid to the Association for losses to any Condominium property (whether Units or Common Elements) for other than the repair, replacement or reconstruction of the Condominium property.

ARTICLE 17 RIGHTS OF MORTGAGEES

- 17.1 <u>Notices to Mortgagees</u>. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a Unit mortgage and the Unit number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:
- (a) Any condemnation or casualty loss which affects either a material portion of the Condominium or Unit securing its mortgage;

- (b) Any sixty (60) day delinquency in the payment of Assessments owed by the owner of any Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such owner within sixty (60) days of such breach;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified above or elsewhere in this Declaration.
- 17.2 <u>Financial Statements</u>. Upon written request to the Association, the holder, insurer or guarantor of any first mortgage on a Unit shall be provided with a financial statement for the Association's preceding fiscal year. Upon written request, a mortgage holder will be allowed to prepare an audited financial statement at its own expense. Any such financial statements requested by a mortgage holder shall be provided within one hundred twenty (120) days after the end of the Association's fiscal year.

ARTICLE 18 RIGHT OF ENTRY

The Declarant, for itself and its successors, assigns and for the Association, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board to make installations, alterations or repairs, upon prior request and at times convenient for the Unit Owner or occupant thereof; provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the Unit Owner or occupant of the Unit is or is not present and without liability to Declarant, the Association, the Board or any of their agents. Any damage or loss caused as a result of such entry shall be at the expense only of the Unit Owner if, in the judgment of those authorizing the entry, such entry was for emergency purposes. No Unit Owners shall add, modify or alter any locks in such a way that would restrict the Declarant's or the Association's ability to gain access to a Unit, without the Association's prior written consent.

ARTICLE 19 CONSTRUCTION AND EFFECT

- 19.1 <u>Construction and Effect</u>. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.
- 19.2 <u>Headings and Captions</u>. The captions and section headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.
- 19.3 <u>Assignment by Declarant</u>. All rights and benefits reserved or covenanted in favor of the Declarant under this Declaration shall inure to the benefit of and be binding upon its successors and assigns. Any reference in this Declaration to the "successors and assigns" of Declarant shall be deemed to refer only to such person or entity to whom Declarant has expressly assigned all of said rights and benefits by an amendment to this Declaration.

- 19.4 <u>Severability</u>. If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. Each provision, or any part thereof, of this Declaration shall be valid, and be enforced, to the fullest extent permitted by law.
- 19.5 Acceptance of Rights Reserved by Declarant. By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of the occurrence of any or all of the events specified in Section 15.3 above, be deemed to consent and agree to the action so taken. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effect the same, and (ii) to do all other things necessary to accomplish the action so taken.

ARTICLE 20 RIGHT TO EXPAND

- 20.1 Reservation of Right to Expand the Condominium. Declarant hereby expressly reserves unto itself, its successors and assigns the right to expand the Condominium, in one or more phases, by adding all or a portion of the property described on **Exhibit D** attached hereto (the "Expansion Real Estate"). The Declarant owns the Expansion Real Estate as of the date of this Declaration. The right to expand the Condominium may be exercised from time to time within ten (10) years from the date of recording of this Declaration with the Sauk County Register of Deeds office. Any such expansion shall be in the sole discretion of Declarant. No Unit Owner or other person shall have the right to require any such expansion, nor shall the Declarant need the consent or approval of any Unit Owner for any such expansion. There is no guaranty that all or any additional Units will be built on the Expansion Real Estate. The Declarant, subject to applicable zoning ordinances, retains the right to build whatever it desires on the Expansion Real Estate.
- 20.2 <u>Adjustment of Percentage Interests</u>. Upon the recording of an amendment to the Declaration and an addendum to the Condominium Plat, which expands the Condominium (including the addition of up to 75 additional Units), each Unit Owner shall have the percentage interests in the Common Elements, liabilities, Common Expenses, and rights to Common Surpluses shall be automatically adjusted to account for such additional Units, all as set forth in such amendment to the Declaration.
- 20.3 <u>Maximum Number and Type of Expansion Units</u>. The maximum number of additional Units shall be seventy-five (75). The Units shall be located on the Expansion Real Estate which is described in **Exhibit D**. As of the date of this Declaration, no plan or design has been finalized for the building(s) which may be constructed on the expansion Real Estate or for the Units which would be located in such building(s), however, all improvements which are added to the Condominium as part of any expansion shall be consistent with the initial building in the Condominium in terms of structure type and quality of construction. The Declarant

reserves the right, in its sole discretion, to determine the design of such building(s), the design/layout of the Units to be included in any such expansion, and the mix of such Units.

- 20.4 <u>Effective Time of Expansion</u>. The Condominium shall be deemed expanded when an amendment to this Declaration and an addendum to the Condominium Plat are recorded in the Sauk County Register of Deeds office, which amendment shows the new Percentage Interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded. All improvements which are added to the Condominium as part of any expansion, shall be substantially completed prior to being added to the Condominium.
- 20.5 <u>Interest of Mortgagee After Expansion</u>. Following any expansion, the interest of any Mortgagee shall attach, by operation of law, to the new percentage interests in the Common Elements appurtenant to the Unit on which it has a lien.

[signature page follows]

IN WITNESS WHEREOF, the De	eclarant has caused this Declaration to be Executed in
, Wisconsin, this da	y of, 2022.
	DECLARANT:
	KMD Development, LLC
	Rivid Bevelopment, EEC
	By:
	By: Maxwell K. Dvorak, Its Manager
AUTH	IENTICATION
STATE OF WISCONSIN)	
)ss.	
COUNTY OF DANE)	
	day of, 2022, the above-named the Manager of KMD Development, LLC, and who
	Print Name:
	Notary Public, State of Wisconsin
	My Commission:
This instrument was drafted by and should be returned to:	

Attorney Gregory Collins Axley Brynelson, LLP Post Office Box 1767 Madison, WI 53701-1767

EXHIBIT A

LEGAL DESCRIPTION

Part of Lot 1 of Certified Survey Map Number 7231, recorded in Sauk County Register of Deeds as Document Number 1243051 in Volume 45 of Certified Survey Maps, on Page 7231 and located in part of the SW½ - SE¼ and part of the SE¼ - SW¼, Section 2, Township 11 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin and bounded by a line described as follows:

Beginning at the found standard Harrison monument at south one-quarter corner of said Section 2;

Thence, N00°51'41"W, along the west line of the Southeast Quarter of said Section 2, T11N, R6E, 256.38 feet, to the Point of Beginning, (P.O.B.) of Phase 1 of Baraboo Bluffs Condominium;

Thence, N76°05'12"W, 85.18 feet;

Thence, N89°46'34"W, 125.92 feet;

Thence, N03°53'29"E, 98.15 feet, to the south line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, and the beginning of a non-tangent curve, concave to the southeast;

Thence, 287.42 feet, along said south line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 being a non-tangent curve concave to the southeast, having a radius of 1817.00 feet, an included angle of 09°03'48", (a chord of 287.12 feet which bears S87°36'25"W), to the end of said curve;

Thence, S83°04'31"W, continuing along said south line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, 15.81 feet, to the beginning of a curve to the right;

Thence, 84.50 feet, along said curve to the right, having a radius of 783 feet, an included angle of 06°11'00", (a chord of 84.46 feet which bears \$86°10'01"W), to the end of said curve;

Thence, S89°15'31"W, 40.93 feet, to the east right-of-way line of Waldo Street;

Thence, N00°18'48"W, along the said east right-of-way line of Waldo Street, 41.99 feet, to a found 3/4" diameter iron pipe at its intersection with the north line of Lot 4 of Sauk County Certified Survey Map No. 2184;

Thence, N00°18'29"W, continuing along said east right-of-way line of Waldo Street, 24.01 feet, to its intersection with the private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231;

Thence, N89°15'31"E, along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, 40.43 feet, to the beginning of a curve to the left;

Thence, 77.38 feet, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 being a curve to the left having a radius of 717.00 feet, an included angle of 06°11'00", (a chord of 77.34 feet which bears S86°10'01"E), to the end of said curve;

Thence, N83°04'31"E, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 and its easterly extension, 15.81 feet, to the beginning of a curve to the right;

Thence, 139.72 feet, along said curve to the right, being the southwesterly extension of the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 and the north line thereof, having a radius of 1883.00 feet, an included angle of 04°15'05", (a chord of 139.69 feet which bears N85°12'03"E), to the end of said curve;

Thence, N02°40'24"W, continuing along the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, 12.78 feet;

Thence, N35°44'20"E, continuing along the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, 10.00 feet

Thence, S54°15'49"E, continuing along the north line of said private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, 33.64 feet to the beginning of a non-tangent curve, concave to the southwest;

Thence, 221.47 feet, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 being a non-tangent curve concave to the southwest, having a radius of 1883.00 feet, an included angle of 06°44'20", (a chord of 221.34 feet which bears S88°18'46"E), to the end of said curve;

Thence, S84°56'36"E, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231, 44.35 feet, to the beginning of a curve to the left;

Thence, 30.34 feet, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 being a curve to the left having a radius of 367.00 feet, an included angle of 04°44'11", (a chord of 30.33 feet which bears S87°18'42"E), to the end of said curve;

Thence, S89°40'47"E, continuing along said north line of private street, (Louis Lane) and Utility Easement and the south line of Outlot 1 shown on said Sauk County Certified Survey Map No. 7231, 359.01 feet, to a found 1¼" diameter iron rod at the southeast corner thereof and the southwest corner of Lot 15 of Park Ridge;

Thence, N86°00'16"E, continuing along said north line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 and the south line of said of Lot 15 of Park Ridge, 190.35 feet to a found ¾" diameter iron rod at the southeast corner thereof and the west right-of-way line of Parkside Avenue;

Thence, S00°11'41"E, along the said west right-of-way line of Parkside Avenue, 66.16 feet, to a found ¾" diameter iron rod at the south line of private street, (Louis Lane) and Utility Easement shown on said Sauk County Certified Survey Map No. 7231 and northeast corner of Lot 76 of Parkside Subdivision;

Thence, S86°00'16"W, along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7231 and the north line of said Lot 75 of Parkside Subdivision, 190.03 feet, to a found 34" diameter iron rod at the southwest corner thereof;

Thence, S89°39'28"W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7231, 11.37 feet;

Thence, S00°20'31"W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7231, 5.90 feet;

Thence, N89°39'29"W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7231, 10.00 feet;

Thence, S76°39'16"W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7231, 26.21 feet;

Thence, N89°39'16"W, continuing along the said south line of private street, (Louis Lane) and Utility Easement shown on Sauk County Certified Survey Map No. 7231 and its westerly extension, 121.78 feet, to its intersection with the west line of private street (Gust Road) and Utility Easement shown on Sauk County Certified Survey Map No. 7231;

Thence, S00°29'18"E, along the said west line of private street (Gust Road) and Utility Easement shown on Sauk County Certified Survey Map No. 7231, 96.75 feet;

Thence, N82°54'33"W, continuing along the said west line of private street (Gust Road) and Utility Easement shown on Sauk County Certified Survey Map No. 7231, 26.55 feet;

Thence, S84°35'18"W, 136.67 feet, returning to the point of beginning.

EXHIBIT B CONDOMINIUM PLAT

EXHIBIT C

PERCENTAGE INTEREST OF UNITS

<u>Unit</u>	<u>Percent</u>
101	6.667%
102	6.667%
201	6.667%
202	6.667%
301	6.667%
302	6.667%
303	6.667%
401	6.667%
402	6.667%
501	6.667%
502	6.667%
503	6.667%
601	6.667%
602	6.667%
603	6.667%

EXHIBIT D

EXPANSION REAL ESTATE

Lot 1 of Certified Survey Map Number 7231, recorded in Sauk County Register of Deeds as Document Number 1243051 in Volume 45 of Certified Survey Maps, on Page 7231and located in part of the SW¼ - SE¼ and part of the SE¼ - SW¼, Section 2, Township 11 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin excepting that portion of Lot 1 described in Exhibit A of this Condominium Declaration.

NBO-2 The City of Baraboo, Wisconsin

BACKGROUND: This is an Ordinance to repeal and recreate Section 1.30 of the Municipal Code of the City of Baraboo, Sauk County, Wisconsin, relating to the Baraboo Area Joint Fire and Emergency Medical Services District. The Baraboo Common Council adopted the Intergovernmental Agreement and Bylaws for the Baraboo Area Joint Fire and Emergency Medical Services District on October 11, 2022. With the creation of the new Joint District on January 1, 2023, the existing Baraboo District Ambulance Commission will cease to exist. This Ordinance reflects this change, prescribes how City representatives to the Joint District Commission and Personnel Board will be selected, and sets the terms of service at two years for the Joint District Commission and five years for the Personnel Board.

Fiscal Note: (check one) [x] Not Required [] Budgeted Expenditure [] Not Budgeted Comments:

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

- 1. Section 1.30 of the Baraboo Municipal Code shall be and is hereby repealed and recreated to read as follows:
 - 1.30 BARABOO AREA JOINT FIRE AND EMERGENCY MEDICAL SERVICES DISTRICT.
 - (1) MEMBERSHIP. The Baraboo Area Joint Fire and Emergency Medical Services District shall be governed by a Joint District Commission as prescribed in the Baraboo Area Joint Fire and Emergency Medical Services District Intergovernmental Agreement and Bylaws, effective January 1, 2023, and as amended thereafter. The Joint District Commission shall consist of eight (8) voting Commissioners and one (1) non-voting Commissioner. Four (4) of the Commissioners shall be appointed by the Mayor of the City of Baraboo, subject to confirmation by the Common Council. Two City appointees shall serve an initial term from January 1, 2023 to the date of the annual meeting in June, 2024 and two City appointees shall serve an initial term from January 1, 2023 to the date of the annual meeting in June, 2025. Subsequent City appointees shall serve staggered two-year terms, commencing on the date of the June annual meeting.
 - (2) PERSONNEL BOARD. The Personnel Board shall consist of five (5) voting members, subject to conditions contained in the Baraboo Area Joint Fire and Emergency Medical Services District Intergovernmental Agreement and Bylaws, effective January 1, 2023, and as amended thereafter. Two (2) of the members shall be appointed by the Mayor of the City of Baraboo, subject to confirmation by the Common Council. The initial terms of service for City appointees shall be from January 1, 2023 to the annual meeting in June, 2026 and from January 1, 2023 to the annual meeting in June, 2028. Subsequent terms shall be for five years, commencing on the date of the June annual meeting.
 - (3) POWERS AND DUTIES. The Joint District Commission and Personnel Board shall have the powers and duties set forth in the Baraboo Area Joint Fire and Emergency Medical Services District Intergovernmental Agreement and Bylaws, as amended by

the Commission from time-to-time, which are incorporated into this ordinance and on file with the City Clerk.

2. This ordinance shall take effect upon passage and publication as provided by law.
Mayor's Approval:
Clerk's Certification:
I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the day of and is recorded on page of volume. A summary of this Ordinance was published in the local newspaper on the
City Clerk:

Bank Balance			City of Barai			- 1,	Pank			rreasure	o nopo.	•							200	SF 24 4	
Bank Balance BANK INVESTMENTS	Type	Fund	Account	Term Ma	aturity		Bank BSB	LGIP	CFB :	SUM E	BWD I	PDS	PVL	CLARE \	VCCU N	IIC C	CF	BMO	200 ¢	ગ્ર _∡14,	Grand Total
Alma Waite Account	NOW account	820		Daily	aturity	0.50%	61,176.74	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	61,176.74
Alma Waite Trust Fund	Cert of Deposit	820		30 months	7/25/23	1.55%	0.00	0.00	201,349.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	201,349.32
			3880111	18 months		0.40%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			7758002185	12 months	4/6/23	1.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	0.00	0.00	100,000.00
			148901-106	22 months	7/9/24	2.96%	0.00	0.00	0.00	200,860.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,860.53
			3884876	11 months	9/24/23	2.74%	0.00	0.00	0.00	0.00	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00
	Investment Pool	820		Daily		2.91%	0.00	39,093.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39,093.04
	Dana Investment	820	3694-7092	(blank)		1.03%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500,000.00	500,000.00
CDA-Grant Accounts	Checking (blank)	220 983		(blank)		none (blank)	10.00 255,615.36	0.00	0.00 442,210.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00
CDA-Loan Accounts Fire Benefit Fund	Cert of Deposit	900	(2)	12 months	5/9/23	0.60%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.000.00	0.00	0.00	0.00	0.00	0.00	869,680.85 50,000.00
THE BEHEIRT UND	Investment Pool	900		Daily	3/3/23	2.91%	0.00	7,007.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,007.75
Fire Equipment Fund	Cert of Deposit	420	1807422	30 months	7/25/23	0.45%*	0.00	0.00	201,349.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	201,349.32
			54962-113	12 months	3/25/23	0.60%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	201,408.17	0.00	0.00	0.00	0.00	0.00	201,408.17
			1807950	30 months	9/29/23	0.30%*	0.00	0.00	162,347.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	162,347.27
			7758002186	12 months	4/6/23	1.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	0.00	0.00	100,000.00
			60000014	12 months		1.00%	0.00	0.00	0.00	0.00	0.00	180,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	180,000.00
	Dana Investment	420	90901995 3694-7092	13 months (blank)	10/13/23	1.75%	0.00	0.00	0.00	0.00	0.00	0.00	260,243.88	0.00	0.00	0.00	0.00	0.00	0.00	400,000.00	260,243.88 400,000.00
Friends of the Library	Savings	940		Daily		0.15%	32.582.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32,582.31
General Cash Account	Checking / NOW	100		Daily		.10%/.50	749,206.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	749,206.08
	Deposit Placeme	100	101066015	Daily		0.50%	19,756.31	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,756.31
General Fund	Money Market	100		Daily		0.85%	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	767,386.94
			163563	Daily		0.52%	0.00	0.00	0.00	0.00	212,181.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	212,181.35
			471582	Daily		0.65%	0.00	0.00	0.00	0.00	0.00	92,349.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92,349.79
			10080968 525450	Daily Daily		1.47% 0.40%	0.00	0.00	0.00	0.00	0.00	0.00	330,619.45 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	330,619.45 107,477.83
			54962-07	Daily		1.50%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	255,015.65	0.00	0.00	0.00	0.00	0.00	255,015.65
			5031443	Daily		0.72%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105,164.94	0.00	0.00	0.00	0.00	105,164.94
			20032292	Daily		2.37%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	251,865.09	0.00	0.00	0.00	251,865.09
			2061232	Daily		1.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	141,791.48	0.00	0.00	141,791.48
	Cert of Deposit	100		12 months	4/6/23	1.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	0.00	0.00	100,000.00
		400	3882053	25 months	7/27/24	2.00%	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00
	Investment Pool Deposit Placeme	100		Daily Daily		2.91%	0.00	1,002,134.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 1,480,067.35	0.00	1,002,134.80 1,480,067.35
	Deposit Flacerrie	100	10090686	Daily		2.00%	0.00	0.00	0.00	0.00	0.00		1,280,347.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,280,347.87
	Dana Investment	100	3694-7092	(blank)		1.03%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		1,200,000.00	1,200,000.00
General Fund-Bond Issue	Money Market	100	104557859	Daily		2.41%	330,414.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	330,414.49
	Investment Pool	100		Daily		2.91%		1,416,385.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,416,385.36
17 0	Deposit Placeme	100		Daily		2.00%	0.00	0.00		0.00	0.00	0.00	940,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	940,000.00
Library Segregated Fund Park House Account	NOW account NOW account	850 890		Daily Daily		0.50%	99,511.79 7.355.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	99,511.79 7,355.10
Park Kuenzi Estate	Cert of Deposit	830		18 months	2/6/23	0.45%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,725.95	0.00	0.00	0.00	0.00	0.00	11,725.95
			3882045	25 months	7/27/24	2.00%	0.00	0.00		0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
Park Segregated Fund	Cert of Deposit	870		13 months		1.75%	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00
	NOW account	840/87		Daily		0.50%	57,542.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	57,542.23
Sewer Debt Service	NOW account	960	104506359	Daily		0.50%	144,089.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	144,089.76
Sewer Depreciation Fund	Cert of Deposit	960 960		9 Months 12 month	6/9/223 5/26/23	1.15%	0.00	0.00	146,167.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	146,167.32 171,294.90
Sewer Equipment Replace	Cert of Deposit NOW account	960		Daily	5/26/23	0.50%	189,279.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189,279.65
	Dana Investment	960		(blank)		1.03%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	650,000.00	650,000,00
Sewer General	Cert of Deposit	960		12 months	4/6/23	1.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	0.00	0.00	100,000.00
[148901-101	17 months	2/9/24	2.23%	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	195,631.08
	Investment Pool	960		Daily		2.91%	0.00	879,456.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	879,456.38
	NOW account Dana Investment	960 960		(blank)		0.50% 1.03%	248,024.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	248,024.26
Stormwater	Dana Investment	950		(blank)		1.03%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.000.00	200,000.00
Stormwater Equip Replace	Money Market	950		Daily		0.50%	180,354.34	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	180,354.34
Utilities Account	Checking	960/97		Daily		0.10%	963,613.22	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	963,613.22
Utilities Money Market	Money Market	960		-		1.94%	0.00	0.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	208,411.24
		960/97		Daily		0.40%	0.00	0.00		0.00	0.00	0.00	0.00	257,477.39	0.00	0.00	0.00	0.00	0.00	0.00	257,477.39
Water General	Monoy Market	970 970				1.94% 0.50%	0.00 440.907.10	0.00	0.00	45,661.43 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45,661.43
vvalet General	Money Market Cert of Deposit	970		Daily 12 months	4/6/23	1.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	0.00	0.00	440,907.10 100,000.00
	Jon of Doposit	3,0	1809504	9 months	2/26/23	0.90%	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	170,000.00
			60000097	12 months	09/09/23	2.00%	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00
	Investment Pool	970		Daily		2.91%	0.00	955,395.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	955,395.20
0 17.1	Dana Investment	970	3694-7092	(blank)		1.03%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	650,000.00	650,000.00
Grand Total							3,779,438.74	4,471,327.11	2,090,811.08	650,564.28	522,181.35	643,644.69	2,861,211.20	364,955.22	518,149.77	105,164.94	251,865.09	641,791.48	1,480,067.35	3,900,000.00	22,281,172.30
							16.96%	20.07%	9.38%	2.92%	2.34%	2.89%	12.84%	1.64%	2.33%	0.47%	1.13%	2.88%	6.64%	17.50%	Actual
				Bank Rating	loouro d		*****	Unlimited	*****	*****	*****	*****	*****	****	*****	*****	*****	****	Holion 4	Unline it!	¢ 14.640.070
				FDIC / State I Collateral	ırısurea		925,371.67 6.005.689.00	Unlimited	650,000.00 1,338,437.00	650,000.00	650,000.00	650,000.00	Unlimited	650,000.00	650,000.00 1,000,000.00	650,000.00	650,000.00 575.681.00	650,000.00	Unlimited		\$ 14,616,279 \$ 3,764,893
				Brokerage Se	ecurites		2,222,000.00		,,						,,		2. 2,3000				\$ 3,900,000

Brokerage Securites Maximum Investment \$ 3,900,000 \$ 22,281,172 1,225,681.00 6,931,060.67 1,988,437.00 1,650,000.00

TREASURER'S INVESTMENT REPORT for October 2022

		Average Rate of Return on Current Deposits			Benchmarks:		
			Avg Term		LGIP	2.91%	
Total Receipts:	586,764.87	General Funds:	6.1 M	2.30%			
•		Utility Funds:	14.1 M	1.75%	90-day T-bill:	4.12%	
Total Disbursments:	1,636,195.29	Segregated Funds:	25.0 M	1.59%	•		
		Securities w/Dana	4.23 years	2.40'%	6M CD:	1.05%	
		All Funds:	11.6 M	2.01%	12M CD:	2.35%	
		Liquid:	68%		18M CD:	2.85%	
		Term:	32%				

Policy Objectives:

Safety:

• \$3,900,000 has been invested in marketable securities with Dana Investments, these are not guaranteed.

Liquidity:

• Moving liquid funds to short term CDs as good rates are available.

Yield:

• Shorter term CD and securities rates are really good right now.

TRANSACTIONS

#	Action	Туре	Identification	Bank	Acct #	Note	Term	Maturity Date Rate	A	Amount	Interest
(1)	Reinvest	CD	Alma Waite	BWD	3880111		18 Mo	4/21/2023	0.40%	100,000.00	Check
					3884876		11 mo	9/24/2023	2.74%	100,000.00	Check

Comments: Closed early. Will take a 6 month penalty of \$200, but will make it up in the 1st month at 2.74%.

INVESTMENT ADVISOR TRANSACTIONS

							Yield to Worst
#	Action	Type	Identification	Price	Rating	Note	Term/WAL Maturity Date Yield - Maturity Amount Interest

(1) NONE

^{*} Current coupon

Dana Investment Advisors, Inc. PORTFOLIO HOLDINGS



Report as of: 10/31/2022

Portfolio: 2493 - City of Baraboo Reserve Funds

Shares/ PAR	Identifier	Description	Unit Cost	Current Cost	Price	Market Value	Pct. Assets	Income Accrued	Cur. Yield
Cash									
Short Term Investr	ments								
Cash Equivalents	5								
	000009	Cash - Money Fund		108,432.94		108,432.94	2.85	.00	.40
		Total Cash Equivalents		108,432.94		108,432.94	2.85	.00	.40
		Total Short Term Investments		108,432.94		108,432.94	2.85	.00	.40
Bonds									
Agency Bonds									
Fixed Rate Agenc	cv								
FHLB Fixed Rate	-								
150,000	3130ASS83	FEDERAL HOME LOAN BANK 3.4% Due	100.01	150,015.00	98.66	147,993.00	3.89	1,303.33	3.45
150,000	3130A3303	10/27/2023	100.01	150,015.00	90.00	147,993.00	3.09	1,303.33	3.40
200,000	3130AQWK5	FEDERAL HOME LOAN BANK 1.3% Due 11/27/2023	100.01	200,015.00	96.39	192,782.20	5.07	1,112.22	1.35
200,000	3130ATD46	FEDERAL HOME LOAN BANK 4% Due 12/29/2023	100.01	200,015.00	99.04	198,086.40	5.21	666.67	4.04
200,000	3130ATEA1	FEDERAL HOME LOAN BANK 4.25% Due 03/28/2024	100.01	200,015.00	99.19	198,384.40	5.22	755.56	4.28
150,000	3130ASN47	FEDERAL HOME LOAN BANK 3.32% Due 07/26/2024	100.01	150,015.00	97.65	146,473.35	3.85	1,314.17	3.40
200,000	3130ARXL0	FEDERAL HOME LOAN BANK 3% Due	100.01	200,015.00	96.78	193,564.00	5.09	2,600.00	3.10
150,000	3130APVZ5	11/25/2024 FEDERAL HOME LOAN BANK 1.05% Due 12/02/2024	100.00	150,000.00	92.97	139,458.45	3.67	651.88	1.13
200,000	3130AR6F3	FEDERAL HOME LOAN BANK 2% Due 03/24/2025	100.00	200,000.00	93.98	187,955.20	4.94	411.11	2.13
1,450,000.00	0	Total FHLB Fixed Rate Agency		1,450,090.00		1,404,697.00	36.93	8,814.94	2.90
		Total Fixed Rate Agency		1,450,090.00		1,404,697.00	36.93	8,814.94	2.90
Step Coupon Age	ency								
FHLB Step Coup	-								
200,000	3130AQT45	FEDERAL HOME LOAN BANK 0.9% Due 02/28/2024	100.00	200,000.00	95.94	191,875.40	5.04	315.00	.94
200,000.00	0	Total FHLB Step Coupon Agency		200,000.00		191,875.40	5.04	315.00	.94
								313.00	.94
		Total Step Coupon Agency					5.04	315.00	.94
		Total Step Coupon Agency Total Agency Bonds		200,000.00		191,875.40 1,596,572.40			
Mortgage Bonds				200,000.00		191,875.40	5.04	315.00	.94
• •	Mortgages			200,000.00		191,875.40	5.04	315.00	.94
Adjustable Rate N		Total Agency Bonds		200,000.00		191,875.40	5.04	315.00	.94
Adjustable Rate M	able Rate Mortgage	Total Agency Bonds	104.31	200,000.00 1,650,090.00	99 56	191,875.40 1,596,572.40	5.04 41.97	315.00 9,129.94	.94 2.67
Adjustable Rate M FHLMC - Adjusta 4,290.69	able Rate Mortgage	Total Agency Bonds s FH 849422 2.569% Due 02/01/2043	104.31 104.81	200,000.00 1,650,090.00 4,475.72	99.56 100.61	191,875.40 1,596,572.40 4,271.64	5.04 41.97	315.00 9,129.94 17.53	.94 2.67 2.58
Adjustable Rate M FHLMC - Adjusta 4,290.69 6,861.08	able Rate Mortgage 31300MPF4 31300MWE9	Total Agency Bonds s FH 849422 2.569% Due 02/01/2043 FH 849645 2.925% Due 06/01/2043	104.81	200,000.00 1,650,090.00 4,475.72 7,191.27	100.61	191,875.40 1,596,572.40 4,271.64 6,902.70	5.04 41.97 .11 .18	315.00 9,129.94 17.53 31.45	.94 2.67 2.58 2.91
Adjustable Rate M FHLMC - Adjusta 4,290.69	able Rate Mortgage	Total Agency Bonds s FH 849422 2.569% Due 02/01/2043		200,000.00 1,650,090.00 4,475.72		191,875.40 1,596,572.40 4,271.64	5.04 41.97	315.00 9,129.94 17.53	.94 2.67 2.58
Adjustable Rate M FHLMC - Adjusta 4,290.69 6,861.08 13,267.50	able Rate Mortgage: 31300MPF4 31300MWE9 31347AH72	Total Agency Bonds s FH 849422 2.569% Due 02/01/2043 FH 849645 2.925% Due 06/01/2043 FH 840254 3.483% Due 07/01/2043	104.81 103.75	200,000.00 1,650,090.00 4,475.72 7,191.27 13,765.04	100.61 100.83	191,875.40 1,596,572.40 4,271.64 6,902.70 13,377.59	5.04 41.97 .11 .18 .35	315.00 9,129.94 17.53 31.45 74.53	.94 2.67 2.58 2.91 3.48
Adjustable Rate M FHLMC - Adjusta 4,290.69 6,861.08 13,267.50 9,958.94 42,987.68	able Rate Mortgage: 31300MPF4 31300MWE9 31347AH72 31347ATG9	Total Agency Bonds S FH 849422 2.569% Due 02/01/2043 FH 849645 2.925% Due 06/01/2043 FH 840254 3.483% Due 07/01/2043 FH 840551 2.788% Due 03/01/2045	104.81 103.75 103.19	200,000.00 1,650,090.00 4,475.72 7,191.27 13,765.04 10,276.38	100.61 100.83 100.69	191,875.40 1,596,572.40 4,271.64 6,902.70 13,377.59 10,027.23	5.04 41.97 .11 .18 .35 .26	315.00 9,129.94 17.53 31.45 74.53 45.83	2.58 2.91 3.45 2.77
Adjustable Rate M FHLMC - Adjusta 4,290.69 6,861.08 13,267.50 9,958.94	able Rate Mortgage: 31300MPF4 31300MWE9 31347AH72 31347ATG9 31347A7L2	Total Agency Bonds S FH 849422 2.569% Due 02/01/2043 FH 849645 2.925% Due 06/01/2043 FH 840254 3.483% Due 07/01/2043 FH 840551 2.788% Due 03/01/2045 FH 840899 2.956% Due 11/01/2045	104.81 103.75 103.19 101.87	200,000.00 1,650,090.00 4,475.72 7,191.27 13,765.04 10,276.38 43,793.69	100.61 100.83 100.69 99.84	191,875.40 1,596,572.40 4,271.64 6,902.70 13,377.59 10,027.23 42,920.06	5.04 41.97 .11 .18 .35 .26 1.13	315.00 9,129.94 17.53 31.45 74.53 45.83 207.20	.94 2.67 2.58 2.91 3.45 2.77 2.96
Adjustable Rate M FHLMC - Adjusta 4,290.69 6,861.08 13,267.50 9,958.94 42,987.68 29,162.10	able Rate Mortgage: 31300MPF4 31300MWE9 31347AH72 31347ATG9 31347A7L2 31326NF55	Total Agency Bonds S FH 849422 2.569% Due 02/01/2043 FH 849645 2.925% Due 06/01/2043 FH 840254 3.483% Due 07/01/2043 FH 840551 2.788% Due 03/01/2045 FH 840899 2.956% Due 11/01/2045 FH 2B7388 3.155% Due 01/01/2046	104.81 103.75 103.19 101.87	200,000.00 1,650,090.00 4,475.72 7,191.27 13,765.04 10,276.38 43,793.69 29,708.88	100.61 100.83 100.69 99.84 100.54	191,875.40 1,596,572.40 4,271.64 6,902.70 13,377.59 10,027.23 42,920.06 29,319.17	.11 .18 .35 .26 1.13	315.00 9,129.94 17.53 31.45 74.53 45.83 207.20 148.21	2.58 2.91 3.48 2.77 2.96 3.14
Adjustable Rate M FHLMC - Adjusta 4,290.69 6,861.08 13,267.50 9,958.94 42,987.68 29,162.10 43,122.92	able Rate Mortgage: 31300MPF4 31300MWE9 31347AH72 31347ATG9 31347A7L2 31326NF55 31288QG38	Total Agency Bonds S FH 849422 2.569% Due 02/01/2043 FH 849645 2.925% Due 06/01/2043 FH 840254 3.483% Due 07/01/2043 FH 840551 2.788% Due 03/01/2045 FH 840899 2.956% Due 11/01/2045 FH 2B7388 3.155% Due 01/01/2046 FH 841118 3.993% Due 05/01/2046	104.81 103.75 103.19 101.87 101.87 103.73	200,000.00 1,650,090.00 4,475.72 7,191.27 13,765.04 10,276.38 43,793.69 29,708.88 44,733.29	100.61 100.83 100.69 99.84 100.54 101.93	191,875.40 1,596,572.40 4,271.64 6,902.70 13,377.59 10,027.23 42,920.06 29,319.17 43,955.84	.11 .18 .35 .26 1.13 .77	315.00 9,129.94 17.53 31.45 74.53 45.83 207.20 148.21 281.44	2.58 2.91 3.48 2.77 2.96 3.14
Adjustable Rate M FHLMC - Adjusta 4,290.69 6,861.08 13,267.50 9,958.94 42,987.68 29,162.10 43,122.92 109,718.27	able Rate Mortgage: 31300MPF4 31300MWE9 31347AH72 31347ATG9 31347A7L2 31326NF55 31288QG38 31288QK58	Total Agency Bonds S FH 849422 2.569% Due 02/01/2043 FH 849645 2.925% Due 06/01/2043 FH 840254 3.483% Due 07/01/2043 FH 840551 2.788% Due 03/01/2045 FH 840899 2.956% Due 11/01/2045 FH 2B7388 3.155% Due 01/01/2046 FH 841118 3.993% Due 05/01/2046 FH 841216 2.832% Due 05/01/2046	104.81 103.75 103.19 101.87 101.87 103.73 104.16	200,000.00 1,650,090.00 4,475.72 7,191.27 13,765.04 10,276.38 43,793.69 29,708.88 44,733.29 114,278.43	100.61 100.83 100.69 99.84 100.54 101.93 99.19	191,875.40 1,596,572.40 4,271.64 6,902.70 13,377.59 10,027.23 42,920.06 29,319.17 43,955.84 108,826.92	.11 .18 .35 .26 1.13 .77 1.16 2.86	315.00 9,129.94 17.53 31.45 74.53 45.83 207.20 148.21 281.44 505.29	2.58 2.91 3.45 2.77 2.96 3.14 3.92 2.86 2.67
Adjustable Rate M FHLMC - Adjusta 4,290.69 6,861.08 13,267.50 9,958.94 42,987.68 29,162.10 43,122.92 109,718.27 71,685.08	able Rate Mortgage: 31300MPF4 31300MWE9 31347AH72 31347ATG9 31347A7L2 31326NF55 31288QG38 31288QK58 31288QES5	Total Agency Bonds FH 849422 2.569% Due 02/01/2043 FH 849645 2.925% Due 06/01/2043 FH 840254 3.483% Due 07/01/2043 FH 840551 2.788% Due 03/01/2045 FH 840899 2.956% Due 11/01/2045 FH 2B7388 3.155% Due 05/01/2046 FH 841118 3.993% Due 05/01/2046 FH 841216 2.832% Due 05/01/2046 FH 841045 2.65% Due 11/01/2046	104.81 103.75 103.19 101.87 101.87 103.73 104.16 102.94	200,000.00 1,650,090.00 4,475.72 7,191.27 13,765.04 10,276.38 43,793.69 29,708.88 44,733.29 114,278.43 73,790.81	100.61 100.83 100.69 99.84 100.54 101.93 99.19 99.25	191,875.40 1,596,572.40 4,271.64 6,902.70 13,377.59 10,027.23 42,920.06 29,319.17 43,955.84 108,826.92 71,145.15	.11 .18 .35 .26 1.13 .77 1.16 2.86 1.87	315.00 9,129.94 17.53 31.45 74.53 45.83 207.20 148.21 281.44 505.29 316.21	2.56 2.91 3.45 2.77 2.96 3.14 3.92 2.86
Adjustable Rate M FHLMC - Adjusta 4,290.69 6,861.08 13,267.50 9,958.94 42,987.68 29,162.10 43,122.92 109,718.27 71,685.08 75,126.71	able Rate Mortgage: 31300MPF4 31300MWE9 31347AH72 31347ATG9 31347ATL2 31326NF55 31288QG38 31288QK58 31288QES5 31288QHZ6 31288QMQ0	Total Agency Bonds FH 849422 2.569% Due 02/01/2043 FH 849645 2.925% Due 06/01/2043 FH 840254 3.483% Due 07/01/2043 FH 840551 2.788% Due 03/01/2045 FH 840899 2.956% Due 11/01/2045 FH 841118 3.993% Due 05/01/2046 FH 841216 2.832% Due 05/01/2046 FH 841045 2.65% Due 11/01/2046 FH 841148 4.28% Due 09/01/2047	104.81 103.75 103.19 101.87 101.87 103.73 104.16 102.94 104.36	200,000.00 1,650,090.00 4,475.72 7,191.27 13,765.04 10,276.38 43,793.69 29,708.88 44,733.29 114,278.43 73,790.81 78,401.76	100.61 100.83 100.69 99.84 100.54 101.93 99.19 99.25 100.40	191,875.40 1,596,572.40 4,271.64 6,902.70 13,377.59 10,027.23 42,920.06 29,319.17 43,955.84 108,826.92 71,145.15 75,428.35	.11 .18 .35 .26 1.13 .77 1.16 2.86 1.87 1.98	315.00 9,129.94 17.53 31.45 74.53 45.83 207.20 148.21 281.44 505.29 316.21 498.77	2.56 2.91 3.45 2.77 2.96 3.14 3.92 2.86 2.67 4.26 2.70
Adjustable Rate M FHLMC - Adjusta 4,290.69 6,861.08 13,267.50 9,958.94 42,987.68 29,162.10 43,122.92 109,718.27 71,685.08 75,126.71 104,589.57 510,770.54	able Rate Mortgage: 31300MPF4 31300MWE9 31347AH72 31347ATG9 31347ATL2 31326NF55 31288QG38 31288QK58 31288QES5 31288QHZ6 31288QMQ0	Total Agency Bonds FH 849422 2.569% Due 02/01/2043 FH 849645 2.925% Due 06/01/2043 FH 840254 3.483% Due 07/01/2043 FH 840551 2.788% Due 03/01/2045 FH 840899 2.956% Due 11/01/2045 FH 841118 3.993% Due 05/01/2046 FH 841118 3.993% Due 05/01/2046 FH 841216 2.832% Due 05/01/2046 FH 841045 2.655% Due 11/01/2046 FH 841148 4.28% Due 09/01/2047 FH 841267 2.624% Due 08/01/2050	104.81 103.75 103.19 101.87 101.87 103.73 104.16 102.94 104.36	200,000.00 1,650,090.00 4,475.72 7,191.27 13,765.04 10,276.38 43,793.69 29,708.88 44,733.29 114,278.43 73,790.81 78,401.76 108,544.35	100.61 100.83 100.69 99.84 100.54 101.93 99.19 99.25 100.40	191,875.40 1,596,572.40 4,271.64 6,902.70 13,377.59 10,027.23 42,920.06 29,319.17 43,955.84 108,826.92 71,145.15 75,428.35 101,722.45	5.04 41.97 .11 .18 .35 .26 1.13 .77 1.16 2.86 1.87 1.98 2.67	315.00 9,129.94 17.53 31.45 74.53 45.83 207.20 148.21 281.44 505.29 316.21 498.77 460.84	2.56 2.91 3.45 2.77 2.96 3.14 3.92 2.86 2.67 4.26
Adjustable Rate M FHLMC - Adjusta 4,290.69 6,861.08 13,267.50 9,958.94 42,987.68 29,162.10 43,122.92 109,718.27 71,685.08 75,126.71 104,589.57 510,770.54	able Rate Mortgage: 31300MPF4 31300MWE9 31347AH72 31347ATG9 31347ATL2 31326NF55 31288QG38 31288QK58 31288QES5 31288QHZ6 31288QHZ6 31288QMQ0 4 ble Rate Mortgages	Total Agency Bonds FH 849422 2.569% Due 02/01/2043 FH 849645 2.925% Due 06/01/2043 FH 840254 3.483% Due 07/01/2043 FH 840551 2.788% Due 03/01/2045 FH 840899 2.956% Due 11/01/2045 FH 2B7388 3.155% Due 01/01/2046 FH 841118 3.993% Due 05/01/2046 FH 841216 2.832% Due 05/01/2046 FH 841045 2.65% Due 11/01/2046 FH 841045 2.65% Due 09/01/2047 FH 841267 2.624% Due 09/01/2047 FH 841267 2.624% Due 08/01/2050 Total FHLMC - Adjustable Rate Mortgages	104.81 103.75 103.19 101.87 101.87 103.73 104.16 102.94 104.36 103.78	200,000.00 1,650,090.00 4,475.72 7,191.27 13,765.04 10,276.38 43,793.69 29,708.88 44,733.29 114,278.43 73,790.81 78,401.76 108,544.35 528,959.62	100.61 100.83 100.69 99.84 100.54 101.93 99.19 99.25 100.40 97.26	191,875.40 1,596,572.40 4,271.64 6,902.70 13,377.59 10,027.23 42,920.06 29,319.17 43,955.84 108,826.92 71,145.15 75,428.35 101,722.45 507,897.10	5.04 41.97 .11 .18 .35 .26 1.13 .77 1.16 2.86 1.87 1.98 2.67 13.35	315.00 9,129.94 17.53 31.45 74.53 45.83 207.20 148.21 281.44 505.29 316.21 498.77 460.84 2,587.30	2.58 2.91 3.44 2.77 2.96 3.14 3.92 2.86 2.67 4.26 2.70 3.14
Adjustable Rate M FHLMC - Adjusta 4,290.69 6,861.08 13,267.50 9,958.94 42,987.68 29,162.10 43,122.92 109,718.27 71,685.08 75,126.71 104,589.57 510,770.54 FNMA - Adjustal 65,933.16	able Rate Mortgage: 31300MPF4 31300MWE9 31347AH72 31347ATG9 31347ATL2 31326NF55 31288QG38 31288QK58 31288QES5 31288QHZ6 31288QHZ6 31288QMQ0 4 ble Rate Mortgages 3140J57K9	Total Agency Bonds FH 849422 2.569% Due 02/01/2043 FH 849645 2.925% Due 06/01/2043 FH 840254 3.483% Due 07/01/2043 FH 840551 2.788% Due 03/01/2045 FH 840899 2.956% Due 11/01/2045 FH 2B7388 3.155% Due 01/01/2046 FH 841118 3.993% Due 05/01/2046 FH 841216 2.832% Due 05/01/2046 FH 841045 2.65% Due 11/01/2046 FH 841045 2.65% Due 09/01/2047 FH 841267 2.624% Due 09/01/2047 FH 841267 2.624% Due 08/01/2050 Total FHLMC - Adjustable Rate Mortgages	104.81 103.75 103.19 101.87 101.87 103.73 104.16 102.94 104.36 103.78	200,000.00 1,650,090.00 4,475.72 7,191.27 13,765.04 10,276.38 43,793.69 29,708.88 44,733.29 114,278.43 73,790.81 78,401.76 108,544.35 528,959.62	100.61 100.83 100.69 99.84 100.54 101.93 99.19 99.25 100.40 97.26	191,875.40 1,596,572.40 4,271.64 6,902.70 13,377.59 10,027.23 42,920.06 29,319.17 43,955.84 108,826.92 71,145.15 75,428.35 101,722.45 507,897.10	5.04 41.97 .11 .18 .35 .26 1.13 .77 1.16 2.86 1.87 1.98 2.67 13.35	315.00 9,129.94 17.53 31.45 74.53 45.83 207.20 148.21 281.44 505.29 316.21 498.77 460.84 2,587.30	2.56 2.91 3.44 2.77 2.96 3.14 3.92 2.86 2.67 4.26 2.70 3.14
Adjustable Rate M FHLMC - Adjusta 4,290.69 6,861.08 13,267.50 9,958.94 42,987.68 29,162.10 43,122.92 109,718.27 71,685.08 75,126.71 104,589.57 510,770.54	able Rate Mortgage: 31300MPF4 31300MWE9 31347AH72 31347ATG9 31347ATL2 31326NF55 31288QG38 31288QK58 31288QES5 31288QHZ6 31288QHZ6 31288QMQ0 4 ble Rate Mortgages	Total Agency Bonds FH 849422 2.569% Due 02/01/2043 FH 849645 2.925% Due 06/01/2043 FH 840254 3.483% Due 07/01/2043 FH 840551 2.788% Due 03/01/2045 FH 840899 2.956% Due 11/01/2045 FH 2B7388 3.155% Due 01/01/2046 FH 841118 3.993% Due 05/01/2046 FH 841216 2.832% Due 05/01/2046 FH 841045 2.65% Due 11/01/2046 FH 841045 2.65% Due 09/01/2047 FH 841267 2.624% Due 09/01/2047 FH 841267 2.624% Due 08/01/2050 Total FHLMC - Adjustable Rate Mortgages	104.81 103.75 103.19 101.87 101.87 103.73 104.16 102.94 104.36 103.78	200,000.00 1,650,090.00 4,475.72 7,191.27 13,765.04 10,276.38 43,793.69 29,708.88 44,733.29 114,278.43 73,790.81 78,401.76 108,544.35 528,959.62	100.61 100.83 100.69 99.84 100.54 101.93 99.19 99.25 100.40 97.26	191,875.40 1,596,572.40 4,271.64 6,902.70 13,377.59 10,027.23 42,920.06 29,319.17 43,955.84 108,826.92 71,145.15 75,428.35 101,722.45 507,897.10	5.04 41.97 .11 .18 .35 .26 1.13 .77 1.16 2.86 1.87 1.98 2.67 13.35	315.00 9,129.94 17.53 31.45 74.53 45.83 207.20 148.21 281.44 505.29 316.21 498.77 460.84 2,587.30	2.58 2.91 3.44 2.77 2.96 3.14 3.92 2.86 2.67 4.26 2.70 3.14

Dana Investment Advisors, Inc. PORTFOLIO HOLDINGS



Report as of: 10/31/2022

Portfolio: 2493 - City of Baraboo Reserve Funds

Shares/ PAR	Identifier	Description	Unit Cost	Current Cost	Price	Market Value	Pct. Assets	Income Accrued	Cur. Yield
3,826.49	3138ETLW4	FN AL8440 2.882% Due 07/01/2044	103.50	3,960.41	99.88	3,822.05	.10	9.19	2.89
7,394.77	3138ERWF3	FN AL9645 2.844% Due 07/01/2044	103.75	7,672.08	99.77	7,377.51	.19	17.53	2.85
45,779.59	3140JA2J6	FN BM6176 2.345% Due 01/01/2045	102.69	47,009.90	99.58	45,586.35	1.20	89.46	2.35
198,343.6	9	Total FNMA - Adjustable Rate Mortgages		203,972.81		199,475.24	5.24	475.57	2.86
GNMA - Adjusta	ble Rate Mortgage	s							
41,762.49	36225CX92	G2 80703 2.875% Due 06/20/2033	103.13	43,067.57	98.27	41,040.96	1.08	100.06	2.93
39,003.61	36225C4B9	G2 80817 2.625% Due 01/20/2034	103.34	40,307.79	96.95	37,813.41	.99	85.32	2.71
13,312.32	36225EN40	G2 82210 1.75% Due 11/20/2038	102.75	13,678.42	97.22	12,942.58	.34	19.41	1.80
21,862.22	36225EQ47	G2 82274 2.625% Due 01/20/2039	102.63	22,436.11	97.93	21,408.62	.56	47.82	2.68
25,395.94	36225EUG5	G2 82382 1.625% Due 09/20/2039	102.69	26,078.46	97.36	24,724.32	.65	34.39	1.67
17,131.17	36225EVG4	G2 82414 1.75% Due 10/20/2039	103.81	17,784.29	100.30	17,182.10	.45	24.98	1.74
20,702.88	36179SVH7	G2 MA4216 2.5% Due 01/20/2047	100.75	20,858.14	98.47	20,386.19	.54	43.13	2.54
40,463.95	3622AAPQ1	G2 785031 2.856% Due 05/20/2050	104.75	42,385.98	95.70	38,725.62	1.02	96.30	2.98
219,634.5	7	Total GNMA - Adjustable Rate Mortgages		226,596.76		214,223.80	5.63	451.41	2.53
		Total Adjustable Rate Mortgages		959,529.19		921,596.14	24.23	3,514.28	2.94
		Total Mortgage Bonds		959,529.19		921,596.14	24.23	3,514.28	2.94
Small Business Ac	dministration Bond	ls							
Adjustable Rate -	SBAs								
Prime Rate									
2,317.04	83164KNU3	SBA 508503 5.575% Due 12/25/2024	105.69	2,448.82	99.57	2,307.16	.06	20.71	5.60
61,803.44	83164FVQ4	SBA 505123 4% Due 12/25/2025	100.19	61,919.31	100.14	61,890.27	1.63	338.11	3.99
64,309.39	83164MU80	SBA 510507 6.575% Due 10/25/2026	105.97	68,147.86	104.03	66,901.19	1.76	629.56	6.32
80,987.58	83164MSW0	SBA 510433 3.75% Due 06/25/2029	100.37	81,291.27	101.03	81,823.13	2.15	409.74	3.71
38,451.28	83164JF50	SBA 507388 4.75% Due 10/25/2030	104.13	40,037.41	101.78	39,134.48	1.03	257.30	4.67
97,065.96	83164MUT4	SBA 510494 3.9% Due 05/25/2031	100.88	97,915.29	101.27	98,294.52	2.58	511.31	3.85
89,757.13	83165ABR4	SBA 521648 4.088% Due 09/25/2034	100.25	89,981.50	102.01	91,559.54	2.41	500.51	4.01
161,882.08	83164MU72	SBA 510506 3.6% Due 12/25/2034	100.00	161,882.10	100.08	162,007.38	4.26	770.65	3.60
38,845.78	83164LAV3	SBA 509020 5.575% Due 03/25/2036	105.50	40,982.30	101.88	39,576.82	1.04	409.45	5.47
29,272.03	83164LFB2	SBA 509162 5.575% Due 12/25/2036	106.44	31,156.43	102.47	29,995.02	.79	235.83	5.44
15,990.99	83164LSA0	SBA 509513 4.75% Due 06/25/2039	106.00	16,950.45	101.39	16,212.71	.43	106.77	4.69
20,886.38	83164LSW2	SBA 509533 4.855% Due 07/25/2039	104.25	21,774.05	101.40	21,178.73	.56	143.12	4.79
19,362.63	83164LXM8	SBA 509684 5% Due 06/25/2040	105.81	20,488.09	103.42	20,024.23	.53	145.68	4.83
160,779.33	83164MGE3	SBA 510097 5% Due 12/25/2042	104.50	168,014.40	105.16	169,081.00	4.45	1,140.19	4.75
93,051.63	83164MUL1	SBA 510487 3.65% Due 10/25/2044	100.00	93,051.63	100.69	93,693.41	2.46	451.69	3.62

Dana Investment Advisors, Inc. PORTFOLIO HOLDINGS



Report as of: 10/31/2022

Portfolio: 2493 - City of Baraboo Reserve Funds

Shares/ PAR	Identifier	Description	Unit Cost	Current Cost	Price	Market Value	Pct. Assets	Income Accrued	Cur. Yield
124,000.71	83164M4X4	SBA 510738 4.825% Due 10/25/2045	106.63	132,215.78	106.09	131,549.38	3.46	843.00	4.55
1,098,763.38	3	Total Prime Rate		1,128,256.69		1,125,228.97	29.58	6,913.62	4.35
		Total Adjustable Rate - SBAs		1,128,256.69		1,125,228.97	29.58	6,913.62	4.35
		Total Small Business Administration Bonds		1,128,256.69		1,125,228.97	29.58	6,913.62	4.35
		Total Bonds		3,737,875.88		3,643,397.51	95.78	19,557.84	3.25
		To	otal Portfolio	3,846,308.82		3,751,830.45			
	Paydow			51,957.59		51,957.59			
		Inter	Interest Accrued			19,557.84			
		Divide	nds Accrued	0.00		0.00			
		Total Portfolio with Accruals &	Receivables	3,917,824.25		3,823,345.88			

The market prices shown on these pages represent the last reported sale on the stated report date as to listed securities or the bid price in the case of over-the-counter quotations. Prices on bonds and some other investments are based on round lot price quotations and are for evaluation purposes only and may not represent actual market values. Bonds sold on an odd lot basis (less than \$1 million) may have a dollar price lower than the round lot quote. Where no regular market exists, prices shown are estimates by sources considered reliable by Dana Investment Advisors. While the prices are obtained from sources we consider reliable, we cannot guarantee them. Dana Investment Advisors is not a custodian. Clients should be receiving detailed statements from their custodian at least quarterly. While Dana Investment Advisors regularly reconciles to custodian information, we encourage clients to review their custodian statement(s).

Dana Investment Advisors, Inc.

Performance Report Gross of Fees



From October 29, 2021 to October 31, 2022

Portfolio: 2493 - City of Baraboo Reserve Funds

	<u>Market</u>	<u>Cost</u>
Portfolio Value on 10/29/2021	\$3,087,372.88	\$3,080,003.05
Contributions/Withdrawals	\$798,749.00	\$798,749.00
Interest	\$54,468.30	\$54,468.30
Dividends	\$0.00	\$0.00
Unrealized Gain/Loss	(\$102,773.06)	\$0.00
Realized Gain/Loss	(\$26,886.20)	(\$27,811.06)
Change in Accrued Income	\$12,414.96	\$12,414.96
Portfolio Value on 10/31/2022	\$3,823,345.88	\$3,917,824.25
Total Gain	(\$62,776.00)	\$39,072.20
Annualized Cash Flow Yield		1.13 %

The market price is going down on the securities we hold because interest rates are increasing to quickly. As long as we do not sell them, we will not recognize the market price loss.

Finance/Personnel Committee-Dennis Thurow Committee Room, #205 October 25, 2022

Members Present: Sloan, Kent, Petty

Absent:

Others Present: Mayor Nelson, Adm. Bradley, Clerk Zeman, J. Ostrander, Kory Hartman

<u>Call to Order</u> –Ald. Sloan called the meeting to order at 5:30p.m. noting compliance with the Open Meeting Law. Moved by Petty, seconded by Kent to approve the minutes of October 11, 2022. Motion carried unanimously. Moved by Kent, seconded by Petty to approve the amended agenda. Motion carried unanimously.

Action Items

- a) <u>Accounts Payable</u> Moved by Petty, seconded by Kent to recommend to Council approval of the accounts payable for \$347,901.20. Motion carried unanimously.
- b) <u>Budget Amendments</u> The committee reviewed the line-item budget amendments. Moved by Kent, seconded by Petty to recommend to Council to authorize the 3rd Qtr. year-to-date 2022 Budget Amendments. Motion carried unanimously.
- c) Alma Waite Funds Request J. Ostrander presented the final Alma Waite Funds requests. As per discussion at the last meeting, the available funds is now based on actual interest earned vs projected. Moved by Kent, seconded by Petty to recommend to Council to approve the 2023 Alma Waite requests of \$1,500 for each applicant for budget funds. Motion carried unanimously.

Discussion Items:

- a) <u>Discuss Options for Broadcasting the City Council Meetings</u> Effective January 1, 2023 eScribe will be telecasting the City's Council Meetings. If outside entities want to stream the meetings, they will have access to them. It would be up to Baraboo Broadcasting if they want to post the videos from the City's website. As for our server, it will go off line at the end of the year when eScribe goes live.
- b) <u>Purchasing Policy</u> The Committee continued to review the proposed changes to the Purchasing Policy. This will be brought back to the next Finance/Personnel Committee meeting to continue the review.

<u>Adjournment</u> – Moved by Kent, seconded by Petty and carried to adjourn at 6:49pm. Brenda Zeman, City Clerk

Minutes of Plan Commission Meeting September 20, 2022

Call to Order – Mayor Nelson called the meeting of the Commission to order at 5:15 PM.

Roll Call – Present were Mayor Nelson, Phil Wedekind, Roy Franzen, Jim O'Neill, Tom Kolb, Barry Hartup, and Matthew Boegner.

Also in attendance were Tom Pinion, Bob Mach, Tural Hasanli, Cody Pelton, Interim Police Chief Rob Sinden, John Statz, Kathy Klein, Austin Lokre, Dean Slaby, Vicki Funseth, Randy Kuhnau, Gregg McArthur, Casey McGann, Kory Hartman and approximately 50 other interested persons.

Call to Order

- a. <u>Note compliance with the Open Meeting Law</u>. Mayor Nelson noted compliance with the Open Meeting Law.
- b. <u>Agenda Approva</u>l: It was moved by Kolb, seconded by Wedekind to approve the agenda as posted. Motion carried unanimously.
- c. <u>Minutes Approval</u>: It was moved by Wedekind, seconded by Kolb to approve the minutes of the August 16, 2022. Motion carried unanimously.

<u>Public Invited to Speak</u> (Any citizen has the right to speak on any item of business that is on the agenda for Commission action if recognized by the presiding officer.) – The following people all offered their opinions about the appropriateness of the proposed Conceptual Redevelopment Plan in downtown Baraboo on the block bounded by 3rd Avenue, Broadway, 2nd Avenue and Birch Street – Item H on the Agenda:

Michael & Kailyn DeVries, Mary Stone Klingenmeyer, Kolin Uptigraw, Peter Bildsten, Meghan Zakoauanov, Casey McGann, Mary Kathleen Thurow, Sierra Parker, Elizabeth Hansen, Kenn Parker, Keri Olson, Paul Wolter, Karen Zimmerman, Jerome Pert Mercer, Julie Hearley, Jeremy Edwards, Gary Wegner, and John Hilmer.

Public Hearings

- a. The request of OLH, LLC and JACQUES HOLDINGS, LLC for a Conditional Use Permit to allow the construction of a new Type 2 Eating Establishment with a drive-thru and pickup service in a B-3 Highway Oriented Business zoning district, located on northern portion of Lot 1 of CSM 556 in the NE ¼ of Section 03, T11N, R6E, City of Baraboo, Sauk County, Wisconsin at 795 State Rd 136. There being no speakers, the hearing was declared closed.
- b. The request of OLH, LLC and JACQUES HOLDINGS, LLC for a Conditional Use Permit to allow the construction of a new two-tenant retail establishment in a B-3 Highway Oriented Business zoning district, located on Lot 1 of CSM 5890 and the southern portion of Lot 1 of CSM 556, both in the NE ¼ of Section 03, T11N, R6E, City of Baraboo, Sauk County, Wisconsin at 805 State Rd 136. There being no speakers, the hearing was declared closed.

New Business

a. The Consider the request of OLH, LLC and JACQUES HOLDINGS, LLC for a Conditional Use Permit to allow the construction of a new Type 2 Eating Establishment with a drive-thru and pickup service in a B-3 Highway Oriented Business zoning district, located on northern portion of Lot 1 of CSM 556 in the NE 1/4 of Section 03, T11N, R6E, City of Baraboo, Sauk County, Wisconsin at 795 State Rd 136 - Pinion presented the background on this request. The proposed use is a permitted use in the underlying B-3 zoning district but this property is located within the Conditional Use Overlay district and every new use is regulated as a conditional use. For the sake of convenience, this project as well as the next project on the agenda will be explained together but each item will be voted on separately. Bob Mach, from Mach IV Engineering, explained that the proposed redevelopment of this property consists of a proposed Starbucks on the north side of the project and a two-tenant retail establishment on the south side of the project with Shopko Optical occupying one of the spaces and the other space would be for a future retail commercial tenant. The CSM in agenda item C creates individual lots for each building, with each lot having its own storm water management plan, both of which will be finalized in the near future and submitted to the City for review. There is also a sanitary sewer line running across the property and it will be relocated along the south property line and, at the City's request, upsized from an 8" sewer main to a 10" sewer main. Kolb questioned the materials and colors used for construction. Mr. Mach described the materials as a mixture of masonry and wood cladding material with a primarily earth tone color pallet. There will be a cross-access easement between these two proposed lots as well as with the neighboring O'Reilly's Auto Parts store property. There was further discussion on the elevations and size of the

proposed Shopko Optical building. Nelson added that it would be nice to have more green space unless the tenants require a certain number parking stalls. Pinion explained that the Zoning Code includes a requirement for off-street parking spaces but if the developer feels that the City's requirements exceed of their need, they could propose less parking, which would result in more green space. Pinion explained that 18 total parking stalls are required for the Starbucks lot and 26 are being provided and that 34 spaces are required for the two-tenant retail building and 37 stalls are proposed. The Commission could allow fewer parking stalls than required as a condition of approval if so desired. Mr. Mach explained that the proposed number of stalls is consistent with the demand for both of these tenants at many of their other sites. It was moved by Wedekind and seconded by Boegner to approve this Conditional Use Permit. On roll call vote for the motion, Ayes – Wedekind, Franzen, O'Neill, Kolb, Hartup, Boegner, and Nelson. Nay – 0, motion carried 7-0.

- b. The Consider the request of OLH, LLC and JACQUES HOLDINGS, LLC for a Conditional Use Permit to allow the construction of a new two-tenant retail establishment in a B-3 Highway Oriented Business zoning district, located on Lot 1 of CSM 5890 and the southern portion of Lot 1 of CSM 556, both in the NE ¼ of Section 03, T11N, R6E, City of Baraboo, Sauk County, Wisconsin at 805 State Rd 136 It was moved by Kolb and seconded by Hartup to approve the Conditional Use Permit with the conditions that a storm water management plan, site lighting plan, and the necessary sanitary sewer easement and design be provided for staff review and approval. On roll call vote for the motion, Ayes Franzen, O'Neill, Kolb, Hartup, Boegner, Nelson, and Wedekind; nay 0. Motion carried 7-0.
- c. Review and approve a Two-Lot Certified Survey Map to reconfigure Lot 1 of CSM 556 and Lot 1 of CSM 5890 in the NE ¼ of Section 03, T11N, R6E, City of Baraboo, Sauk County, Wisconsin at 795 and 805 State Rd 136 for OLH, LLC and JACQUES HOLDINGS, LLC. Pinion directed the Commission to CSM map in the packet and provided a brief explanation of proposed lots. It was moved by Wedekind and seconded by Kolb to approve the CSM with a condition that a 20-foot wide sanitary sewer easement be included along both the west and south property lines of Lot 2. On roll call vote for the motion, Ayes O'Neill, Kolb, Hartup, Boegner, Nelson, Wedekind, and Franzen; Nay 0. Motion carried unanimously.
- d. Review and approve the Site Plan for a new Type 2 Eating Establishment with a drive-thru and pickup service in a B-3 Highway Oriented Business zoning district, located at 795 State Rd 136 for OLH, LLC and JACQUES HOLDINGS, LLC. Pinion recapped the background for the Starbucks site plan that was discussed earlier. It was moved by Wedekind and seconded by Kolb to approve the Site Plan with the condition that the Storm Water Management Plan and Site Lighting Plan to be submitted to the City Engineer for review and approval. On roll call vote for the motion, Ayes Kolb, Hartup, Boegner, Nelson, Wedekind, Franzen, and O'Neill; Nay 0. Motion carried unanimously.
- e. Review and approve the Site Plan for a new two-tenant retail establishment in a B-3 Highway Oriented Business zoning district, located at 805 State Rd 136 for OLH, LLC and JACQUES HOLDINGS, LLC. Pinion recapped the background for the two-tenant retail establishment that was discussed earlier and suggested for the sake of consistency, the same conditions of approval for the Type 2 Eating Establishment Site Plan be included with this approval. It was moved by O'Neil and seconded by Hartup to approve the Site Plan with the condition that the Storm Water Management Plan and Site Lighting Plan to be submitted to the City Engineer for review and approval. On roll call vote for the motion, Ayes Hartup, Boegner, Nelson, Wedekind, Franzen, O'Neill, and Kolb; Nay -0, Motion carried 7-0.
- f. Reconsider the request of Adolfo Morales and Ana Torres (Owners) and Tural Hasanli (Applicant) to grant an amendment to the original Conditional Use Permit to allow a second used automobile dealership that will mostly export cars to Europe to operate at 1341 Carpenter Street, Suite B, City of Baraboo, Sauk County, Wisconsin. Pinion explained that this item was a carryover from last month's meeting and that the Plan Commission postpone any formal action on this request since they have up to 60 days to render a decision on a conditional use permit application. That action was taken to provide the applicant sufficient time to clean up the property, finish the fence, remove any trailers, campers, tires, and junk vehicles. As of Wednesday, September 14, 2022 photos indicate that most of the cleanup work has not been done. There is still a pile of tires, vehicles parked two deep along the west portion of that parking lot, etc. Interim Chief Sinden added that there are a number of issues and members of the Police Department have been at the location a number of times in an effort to bring the property into compliance; they inspected the property on September 3rd and again on September 15th and again today. There are still multiple violations pertaining to the original Conditional Use Permit but also a few other ordinance violations. A neighbor of the property spoke with the Community Service

Officers stating that the owners/applicant of the dealership continue to drive over his property to access theirs without his approval or permission. It was moved by Wedekind and seconded by Kolb to deny this request for a Conditional Use Permit. Ayes – Boegner, Nelson, Wedekind, Franzen, O'Neill, Kolb and Hartup; Nay -0. Motion carried 7-0.

- Review the existing Conditional Use Permit granted to Adolfo Morales and Ana Torres in 2014 to allow the operation of a used automobile dealership at 1341 Carpenter Street. - Pinion stated that at last month's meeting, the Commission requested this item be included on this agenda. If things hadn't been done, there would be other options to consider regarding the existing Conditional Use Permit that is in place. The City reserves the right, and the Plan Commission in particular, has the right to review a CUP at any point. The owners of the property were notified of this meeting by e-mail with the Agenda Packet. The original conditions of the original 2014 CUP have not been complied with and as of today's date, they still have not been complied with. The Plan Commission has a host of options: do nothing and leave it as is; modify the conditions of the permit and extend it either on a temporary or permanent basis; suspend it for a specified period of time; or revoke the existing CUP in an effort to achieve compliance. If the CUP is suspended or revoked, the DMV would be notified that Dealership no longer has the appropriate zoning to operate at this location. If the CUP is revoked, the Zoning Code suggests a 12-month waiting period to reapply but the Commission could allow a new application sooner than 12 months if so desired. Nelson noted that ample time has been provided to bring the property into compliance and a revocation may be warranted. Wedekind suggested a 6-month suspension. Comm. Hartup requested input from the Community Service Officers. CSO Klein stated that she has no had direct contact with either Adolfo or Tural in the recent past but she did speak with the neighboring property owner today. She speculated there may be some sort of "language barrier" and they may not understand what we are asking them to do. CSO Statz asked if the CUP is extended, how are the ordinance violations and corresponding citations supposed to be dealt with until they are in compliance - daily, weekly, monthly or otherwise? After further discussion and deliberation, Boegner moved to revoke the existing Conditional Use Permit and allow Mr. Morales to reapply whenever the property is brought into compliance with the current rules and regulations pertaining to property maintenance, junk, and unlicensed and/or inoperable vehicles, etc. The motion was seconded by Kolb. Ayes – Nelson, Wedekind, Franzen, O'Neill, Kolb, Hartup and Boegner; Nay -0. Motion carried unanimously.
- h. Review a Conceptual Development Plan in accordance with Step 2 of the Planned Development rezoning process for the redevelopment of an area in the 200 blocks of both 2nd and 3rd Avenues, bounded by 3rd Avenue on the north, Broadway on the east, 2nd Avenue on the South, and Birch Street on the west for Secure Fund, LLC. Pinion gave a brief background of this Conceptual Development Plan that has been proposed. In lieu of the underlying B-1 zoning and R1-A zoning, it is has been indicated there is a preference for Planned Development Overlay zoning, which affords the developer a little more flexibility, as long as the Commission and Council agree to that, but it also gives the City more control over the specific use of the property.

Austin Lokre, representing Secure Fund LLC, explained that the Concept Plan is just that, an initial concept – a representation of what could be, not necessarily what will be. Over the course of the next 6 months or more, as part of the process, the concept plan will further developed; it's a big project that consists of 3 large buildings. They intend to incorporate historical aspects into the design to pay homage to what the great City of Baraboo has to offer. Mr. Lokre provided a detailed explanation of his development experience and the variety of amenities that could be incorporated into this project. Examples of their prior projects can be viewed on the internet at bantrliving.com. We like to build mixed-use structures that contain a variety of unit sizes that include furnishings. We like to provide tenants with access to yoga studio, gym, a collaborative open environment that may include shared work spaces. We have used different themed shared kitchens on each floor to promote tenant interaction, for example. Our company builds these projects, owns these projects, and manages these properties. Property Managers are the key to managing the buildings and want to interact with the tenants; this housing development is designed to humanize the apartment living experience to bridge the gap between our community and the rest of the city. We are just trying to establish what the community needs and how can we help. This is the concept review and we welcome ideas, feedback, and input; that's how we create a great place to live and coexist with the rest of the community. As far as rent for a one bedroom it would be under \$1,000.00 per month. As the unit size increases, rent goes up from there. In other projects, we have provided a few units that could be rented nightly, weekly, or monthly for example.

We are confident that we can make this project happen. We are struggling to make the numbers come out but there we need scale in order to make the numbers work. There was some discussion of the concept plans and the number of floors; each building will have one floor of underground parking, first floor (street level) commercial space, and four floors of living spaces for a total of five stories above grade. Kolb asked whether the concerns expressed during the public comment segment of the meeting pertaining to traffic congestion, building height, scope of the project, architecture to fit into the quaint, rockwellian atmosphere of downtown would be addressed. Lokre shared that the design is something that can be discussed in the upcoming months. We have three separate buildings and they do not have to all look the same. The look and feel of the buildings is something we hope to work on collectively as part of the ongoing planning. Our goal is to create cost-effective living space, offer amenities to promote a good experience, and to "simplify" apartment living by furnishing units, bundling utilities and Wi-Fi, for example. Our projects typically include tenants that span a wide range of ages and although the majority may by younger, if the building is set up the right way, our experience has been that people of all ages can happily co-exist.

It was explained that a traffic study will be done as part of this project and that this project will be developed in phases, most likely building by building. The Commission recognized there is still a lot of planning to done for this project and suggested that the commercial spaces be created to complement existing downtown businesses and that the project "fit" into downtown Baraboo rather than "dominate" it.

Since this is a conceptual review, there is no vote required; it's simply an opportunity for the Commission to provide informal and non-binding feedback to the developer about this concept. The Commissioners offered their respective comments to the developer. Mr. Lokre looks forward to working with the community on this project as plans progress. We will do our best to make this project work; we would love to be a part of this fantastic community.

i. Review a GDP and SIP in accordance with Steps 3 & 4 of the Planned Development rezoning process for Baraboo Bluffs Condominium, a 33-building, 85-unit development project on a 18.4-acre site on the east side of Waldo Street between Parkside Avenue and Hager Street, by KMD Development LLC. – Matt Muchow, an engineer at Vierbicher, provided an overview of this proposed development. It's a condominium development that will consist of two-unit and three-unit buildings. All the interior roads will be private, the sanitary sewer, water, storm sewer, and storm water management facility will be installed by the developer and turned over to the City for ownership and maintenance. These improvement will be installed phase by phase. He summarized the tentative schedule for site grading, the first phase of the infrastructure improvements, and the first few buildings. A Condominium Plat will be forthcoming but we have submitted a Certified Survey Map to review. The CSM includes an Outlot for the Storm Water Management Facility that will be dedicated to the City.

Mr. Muchow provided preliminary renderings of the proposed buildings that have an earth tone color theme and described the "standard" building materials as cultured stone, smart side siding, dimensional shingles, and single-hung vinyl windows. He summarized the general floor plans. Hartup questioned what type of energy efficient features will be included and the developer briefly described "standard" energy efficient building practices.

In response to the neighbors' prior concerns about the proximity of the interior private trail to the property boundary, the trail location has been revised to provide better separation. The phasing of future buildings will be market driven.

Pinion explained that the Commission could consider the GDP and the SIP with conditions to see renderings and building materials at a future meeting or separate the GDP from the SIP with the SIP to be considered at a future meeting.

It was moved by Kolb and seconded by Wedekind to approve the GDP and conditionally approve the SIP contingent upon the developer providing colored renderings and samples of the proposed building materials. On roll call vote for the motion, Ayes – Wedekind, Franzen, O'Neill, Kolb, Hartup, Boegner, and Nelson; Nay – 0. Motion carried 7-0.

The Commission requested that the Developer come back to a future meeting for consideration of the SIP to provide an opportunity to submit more details of the development to include colored renderings and samples of the proposed building materials.

- j. Review and approve a One Lot CSM for an 18.4-acre parcel of land on the east side of Waldo Street between Parkside Avenue and Hager Street in the SE ¼ of the SW ¼ and the SW ¼ of the SE ¼ of Section 2, T11N, R6E, City of Baraboo, Sauk County, Wisconsin for KMD Development LLC. Pinion stated that the boundary of the developers' property isn't changing, it's a single lot with an area designated for storm water management. This version of the CSM shows that area as an easement. Pinion suggested the CSM be modified to designate that area as an Outlot. It was moved by Nelson and seconded by Boegner to approve the CSM with a condition that the storm water easement area being changed to an Outlot. On roll call vote for the motion, Ayes Franzen, O'Neill, Kolb, Hartup, Boegner, Nelson, and Wedekind; Nay 0. Motion carried 7-0.
- k. Review and recommendation to add a Wellhead Protection Ordinance to the City's Zoning Code. A wellhead protection ordinance is a common part of most Zoning Codes and the Water Utility has been working with Wisconsin Rural Water for the past several months to draft this ordinance. Pinion stated that this matter was considered by the Public Safety Committee at their last meeting and they sent it forward with a positive recommendation. It was moved by Kolb and seconded by O'Neil to forward this Ordinance to amend the Zoning Code to the Common Council for the purpose of holding the requisite public hearing with a favorable recommendation to approve. On roll call vote for the motion, Ayes O'Neill, Kolb, Hartup, Boegner, Nelson, Wedekind, and Franzen; Nay 0. Motion carried unanimously.
- 1. Discuss process for updating the City of Baraboo's Comprehensive Plan. Nelson stated that the Comprehensive Plan was last done in 2005 which is overdue in revising. It was decided in Strategic Plan that it's a priority to revise it and recommended to do an RFP and get this completed in 2023. Plan Commission will have one of the lead roles in putting the plan together and will hire a consultant and work with them and Council and other organizations in putting that plan together. The first step would be to prepare an RFP that Pinion will write. There is a lot of model RFP's, many communities have done this and will not be difficult to prepare. State Statues has certain requirements and the Strategic Plan has certain goals and objectives that need to be incorporated as well. Now that we are finished with the Strategic Plan we are ready to update the Comprehensive Plan. There are a lot of planning consultants are out there and we will have plenty of interest. Pinion suggested that the RFP should be ready in the next couple of months.

<u>Adjournment</u> - It was moved by Kolb, seconded by Wedekind to adjourn at 8:15 p.m. The motion carried unanimously.

Rob Nelson, Mayor

Minutes of Plan Commission Meeting October 18, 2022

Call to Order – Mayor Nelson called the meeting of the Commission to order at 5:15 PM.

<u>Roll Call</u> – Present were Mayor Nelson, Phil Wedekind, Roy Franzen, Jim O'Neill, Tom Kolb, Barry Hartup, and Matthew Boegner.

Also in attendance were Tom Pinion, Carla and Kendall Cady, Mark Hoppe, and Carl Pierce.

Call to Order

- a. Note compliance with the Open Meeting Law. Mayor Nelson noted compliance with the Open Meeting Law.
- b. <u>Agenda Approva</u>l: It was moved by Kolb, seconded by O'Neill to approve the agenda as posted. Motion carried unanimously.
- c. <u>Minutes Approval</u>: There were no minutes to approve. The September minutes should be available at next month's meeting.

<u>Public Invited to Speak</u> (Any citizen has the right to speak on any item of business that is on the agenda for Commission action if recognized by the presiding officer.) – Carla Cady expressed some concern about item c on the agenda, the Storm Water Management Plan for the Devil's Lake Townhome project. She is concerned about the amount of fill that has been placed as well as the proposed detention basin and storm water chambers that are proposed.

New Business

- a. Review a two-lot Certified Survey Map for Kendall Cady for land on the north side of CTH W in the City's Extraterritorial Plat Approval Jurisdiction, being part of the W ½ of the SW ¼ of Section 5 and the E ½ of the SE ¼ of Section 6, T11N, R7E, Town of Greenfield, Sauk County, Wisconsin Pinion explained that although this property is in the Town of Greenfield, the City has the authority to review it since it falls within the 3-mil boundary of our Extraterritorial Plat Review Jurisdiction (ETJ). The City's minimum lot size requirement is 20 acres for any new lot and the remnant must also be at least 20 acres. Both of these two lots exceed 20 acres in size so they comply with our Subdivision and Platting Ordinance. The Town of Greenfield has alrady approved this CSM and Sauk County Planning and Zoning has reportedly told the owners it complies with their regulations. It was moved by Kolb, seconded by Wedekind to approve the 2-Lot CSM.
 - On roll call vote for the motion, Ayes Wedekind, Franzen, O'Neill, Kolb, Hartup, Boegner, and Nelson; Nay 0. Motion carried 7-0.
- b. Review and approve a One-Lot Certified Survey Map to create a 2.98 acre lot on the northwest corner of the intersection of 12th Street and Taft Avenue (CTH T) in the NE ¼ of the NE ¼ of Section 36, T12N, R6E, City of Baraboo, Sauk County, Wisconsin for the City of Baraboo. Pinion explained that the City of Baraboo has an accepted Offer to Purchase this property, which is intended to be developed with Station #2 of the new Fire/EMS Facilities. The closing date for the purchase is November 1st. It was moved by Wedekind, seconded by Kolb to approve this one lot CSM. On roll call vote for the motion, Ayes Franzen, O'Neill, Kolb, Hartup, Boegner, Nelson, and Wedekind; Nay 0. Motion carried 7-0.
- c. Review and approve the Landscaping Plan and Storm Water Management Plan for the Devil's Lake Townhomes, located in the 1500 block of Lake Street, in accordance with the prior conditional approval of the PUD rezoning for that development project Pinion explained that the final storm water management plan (SWMP) and landscaping plan have been submitted and are before the Commission for your review pursuant to your prior direction. Pinion said the SWMP complies with the City's regulations, which are stricter than the DNR's. This site is a challenging site due to its dimensions and geometry. This is the fifth generation of the SWMP and it includes some innovative ways to manage the storm water on site. The landscaping plan includes a summary of the Landscaping Code's required points compared to the actual points provided. The total points provided are 76% more than the required points. The site does not lend itself well to the placement of medium or tall trees given the configuration of the buildings and the use of underground storm water management facilities. The developers have been in contact with Country Club and coordinated the placement of the proposed trees in the rear yard. Nelson questioned the infiltration pond that was mentioned in the SWMP. Pinion provided the Plan Sheet showing the various storm water management facilities and their location and described the general functionality. The SWMP includes two detention basins, small bio-retention basins (rain gardens). O'Neill moved, Wedekind seconded to approve the Storm Water Management Plan and Landscaping

Plan as presented. On roll call vote for the motion, Ayes – O'Neill, Kolb, Hartup, Boegner, Nelson, Wedekind, and Franzen. Nay – 0, motion carried 7-0.

d. Consider proposed Amendment to existing Conditional Use Permit for the Driftless Glen Distillery property at 300 Water Street to allow an addition to the east side of the Distillery – Pinion referred to the building renderings that were included in the packet. The proposed addition is located on the east side of the southerly portion of the existing building. Carl Pierce provided a description of the existing exterior equipment located on the east side of the northerly portion of the building. It was moved by Kolb, seconded by O'Neill to approve amending the Conditional Use Permit to allow the proposed 1,600 sq. ft. addition. On roll call vote for the motion, Ayes – Kolb, Hartup, Boegner, Nelson, Wedekind, Franzen and O'Neill; Nay – 0. Motion carried 7-0.

Adjournment - It was moved by Hartup, seconded by O'Neill to adjourn at 5:45 p.m. Motion carried unanimously.

Rob Nelson, Mayor

UW-BARABOO / SAUK COUNTY CAMPUS COMMISSION MINUTES

UW-Baraboo/Sauk County Campus, Executive Dining Room, 1006 Connie Road, Baraboo, WI

Thursday, October 20, 2022

Members present: Wedekind, Giese, Kolb, Hazard, Lohr and Miller

Members Absent: Bradley

Chair Hazard called the meeting to order at 8:00 a.m. and Compliance with the Open Meeting Law was verified.

MOTION (Wedekind/Miller) to adopt the agenda. Motion carried uanimiously.

MOTION (Wedekind/Kolb) to approve the minutes of the regular meeting on September 15, 2022. Motion carried unanimously.

Public comment: None.

Communications: None.

Facilities planning and maintenance report:

Schara gave the committee an update (report and list of invoices on file).

Discussion and possible action on Lange building roof repair:

Schara let the committee know that this project had been completed and informed the committee that tiles above the bricks of the building are cracked letting in moisture. Schara was instructed to provide the committee with a sample of the fix, prior to proceeding with the project to fix all the affected tiles.

<u>Discussion and possible action to advance the A building 80-ton classroom AC unit from 2024 capital improvement need to present replacement:</u>

Schara informed the committee that he is still waiting on quotes.

Discussion and possible action of blow out A coil in library south unit:

Schara gave the committee a brief update. Committee consensus was to hold off on discussing this any further until the December meeting.

Financial report and approval of vouchers:

MOTION (Miller/Kolb) to approve vouchers in the amount of \$122,662.49. Motion carried unanimously.

Discussion and possible action on status of the theatre and arts building remodel:

Compton gave the committee an update. (Handout on file)

Discussion and possible action on 2023 budget:

Discussion took place among the committee.

Update from Student Housing Advisory Committee:

Giese gave the committee an update.

Assistant Provost Report:

Compton gave the committee an update.

MOTION (Kolb/Hazard) to adjourn at 9:25 a.m. until Thursday, November 17, 2022 at 8:00 a.m. Motion carried unanimously.

Respectfully Submitted,

Rebecca C. Evert Sauk County Clerk